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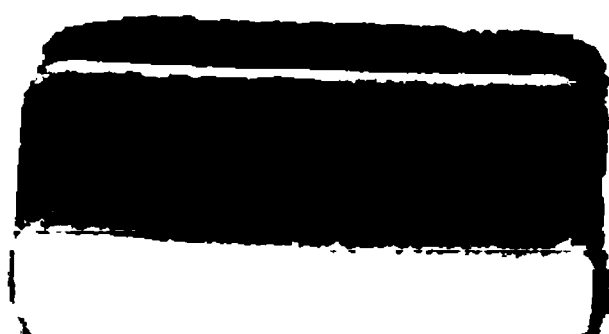
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**THE**  
**RAILWAY RATES**  
**AND THE**  
**CARRIAGE OF MERCHANDISE BY RAILWAY:**

**INCLUDING THE**  
*PROVISIONAL ORDERS OF THE BOARD OF TRADE,*  
*AS SANCTIONED BY PARLIAMENT,*

**CONTAINING THE**  
**Classification of Traffic and Schedule of Maximum Rates**  
**and Charges applicable to the Railways of**  
**Great Britain and Ireland.**

**BY**  
**H. R. DARLINGTON, M.A., LL.M.,**  
**OF LINCOLN'S INN, BARRISTER-AT-LAW.**

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## PREFACE.



IN compiling this book the object of the Author has been to set forth in a convenient and accessible form the Law relating to the Carriage of Goods by Railway.

With this view the book has been divided into Two Parts. The First Part deals with the statutory enactments and decided cases relating to the carriage of goods, while the Second Part comprises the Provisional Orders of the Board of Trade as to Railway Rates and Charges on the Railways of Great Britain and Ireland as they have been confirmed by the various Acts of Parliament of the years 1891 and 1892.

The chapters on the general Law relating to the Carriage of Goods have been kept as concise as possible, and although it is hoped that the main points of principle have been fairly covered, an exhaustive treatise has not been intended.

The last chapter in the First Part of the book deals with Arbitrations under the Board of Trade Arbitrations Act, 1874, and the Arbitration Act, 1889. This has been introduced in consequence of the number of compulsory references to arbitration provided for by the general conditions of the Provisional Orders.

In the Second Part, which deals with the Provisional Orders, the plan adopted has been to

consider, first, those provisions which are common to all the companies, and afterwards those which are special to particular schedules or companies.

The number of Railways dealt with in these Provisional Orders is considerable, the mere enumeration of them occupying some seventeen pages of this book, and in the case of the smaller Railways it may sometimes be difficult to ascertain by what schedule a particular Railway is governed. It is hoped, however, that in such cases the Index of these Railways may be of service; and that the Table of Contents and Index, together with the cross-references introduced into the text, may allow easy reference from one part of the book to another.

In order to afford a ready comparison of the maximum powers of the different companies, a synopsis of the Maximum Rates contained in the Provisional Orders has been prepared, and will be found in the Appendix; as also will Tables of all the more important Maximum Rates worked out for distances up to 200 miles. While in another Table the mileage and other allowances of the different Companies are collected.

In the body of the text the reference given to cases cited is that of the authorized reports. In the Index of Cases, however, the references to contemporary reports also are collected.

H. R. D.

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# RAILWAY RATES

## AND THE

### CARRIAGE OF MERCHANDISE BY RAILWAY.

#### INTRODUCTION.

##### THE RAILWAY RATES PROVISIONAL ORDERS.

THE provisions as to railway rates which are the subject of Part II. of this book originated in sect. 24 of the Railway and Canal Traffic Act, 1888 (*a*), under which every railway company was ordered to submit to the Board of Trade a revised classification of merchandise traffic, and a revised schedule of maximum rates and charges applicable thereto, and to fully state in such classification and schedule the nature and amounts of all terminal charges proposed to be authorized in respect of each class of traffic, and the circumstances under which such terminal charges were proposed to be made.

The Board of Trade were then to consider the classification and schedule supplied by each company, and any objections made thereto, and, on the 15th October, 1889, Lord Balfour of Burleigh and Mr. Courtenay Boyle, on behalf of the Board of Trade, commenced a long inquiry into the classifications and schedules submitted to them, and the objections to the same, hearing the railway companies on the one hand in support of their classifications and schedules, and the traders on the other in support of

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(*a*) 51 & 52 Vict. c. 25.



their objections. The inquiry lasted far into the summer of 1890, and in the result the Board of Trade were unable to agree with the railway companies upon their respective classifications and schedules.

Under the provisions of the same section of the Act of 1888 (*b*), the Board of Trade therefore made out the classification and schedules which they thought ought to be adopted by nine of the principal English companies (*c*), and embodied the same in the provisional orders which were submitted to Parliament in the session of 1891.

The bills confirming these provisional orders, with the various petitions against them, were referred to a joint committee, who reported on them towards the close of July, 1891, and they have now been passed by Parliament and were to come into force on the 1st of August, 1892, but by order of the Board of Trade that date has been altered to the 1st of January, 1893.

In the Session of 1892, the provisional orders relating to the remaining English companies and to the Irish and Scotch companies were confirmed by Parliament. They come into force on the 1st of January, 1893, or such later date as the Board of Trade may direct.

There are in all thirty-five provisional orders, of which twenty-seven are applicable to the English, one to the Irish, and seven to the Scotch Railway Companies. The provisional order is in each case formal, and has appended to it a schedule containing (*a*) the general conditions; (*b*) the special conditions (if any); (*c*) the maximum rates and charges; and (*d*) the classification of traffic applicable to the railways to which the order applies. The confirming Act, the provisional order, and the classification of traffic are in all cases similar, but for the change in the name of the company.

(*b*) 51 & 52 Vict. c. 25, s. 24, sub-s. 6.

(*c*) These companies are the Great Eastern; Great Northern; Great Western; London and North Western; London and South Western; London, Brighton and South Coast; London, Chatham and Dover; Midland; and South-Eastern.

The general conditions applicable to all the English companies (except the North Eastern) and to the Irish companies are similar, and under the circumstances it has not been considered necessary to print them separately for each company, but the case of the London and North Western has been taken as typical of the English and Irish companies. The general conditions of the Scotch companies and the North Eastern being slightly different from those of the English and Irish companies, they will be found separately, the Caledonian company being taken as representative. In the very few cases in which a clause in the general conditions of any company differs from the type attention is called to it in a note (*d*). The special conditions and the maximum rates and charges vary for nearly every company. General conditions.

In many cases a provisional order is applicable not only to the company from which it takes its name, but also to other companies or railways as well. This has been effected (1) by including such other company in the heading of the order; or (2) by placing the company or railway in an Appendix to the Schedule, and adding a clause to the general conditions applying the order to the companies and railways contained in the Appendix. This distinction has been preserved, but the effect is probably the same in either case.

An alphabetical list of railways, showing the provisional order by which each is governed, will be found at p. 529.

The Act in each case consists of two clauses only, one giving the short title, and the other confirming the order in the schedule. The Act.

The order in each case consists of four clauses, and provides for (1) the short title to the order; (2) the commencement of the order; (3) the interpretation; (4) the application of the schedule of maximum rates and charges, and the classification of traffic. The Order.

Then follows the schedule of maximum rates and charges. The Schedule.

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(*d*) *E. g.*, p. 206 in the note to clause 27.

This is divided into six parts, as follows :—

Part I. Merchandise.

II. Animals.

III. Carriages.

IV. Exceptional charges.

V. Perishables.

VI. Small parcels.

General con-  
ditions.

The schedule of any of the English companies (*f*) commences with twenty-eight clauses, which are similar for each company. The first nine clauses refer to the nature of the various charges authorised; then follow ten clauses giving the method to be adopted in calculating and fixing the rates and charges, while clauses 20 to 26 inclusive contain miscellaneous provisions, clause 26 being an interpretation clause. Then clause 27 makes the foregoing twenty-six clauses applicable to merchandise conveyed by passenger train. And finally, if the schedule contains an appendix, clause 28 applies the schedule to the railways set out therein. If there is no appendix, this clause is absent.

The special provisions and exceptions relating to particular portions of the lines of railway, are, of course, different in the case of each railway, and come immediately before the maximum rates for conveyance (which vary for different companies), and maximum terminals, which are the same in the case of each company for the same class of goods.

Parts II., III., IV., V., and VI., are practically the same for all the English companies.

Classification.

The classification of traffic (*g*) comes last in the schedule, and is the same for all the companies. Perhaps this is one of the most important achievements of the Board of Trade and Parliament, so far as these orders are concerned.

By this classification merchandise traffic is split up into eight classes, wherein it follows the Clearing House classification, which has been in force between the railway

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(*f*) Except the North Eastern.

(*g*) The classification as it appears in the schedules will be found on p. 365, and a list of the articles specified in the classification in alphabetical order will be found on p. 404.

companies themselves for many years past. The three lowest classes are denoted by the letters A, B, and C, and contain chiefly minerals and goods of a rough nature, which are frequently termed "yard" traffic, from the fact that they can as a rule be dealt with out of doors without the necessity of loading and unloading in sheds or warehouses. These three classes correspond to the Clearing House classes MA, MB, and Special class. The higher classes of traffic (known as "class" traffic to distinguish them from "yard" traffic) are divided into five classes, numbered from 1 to 5, and correspond approximately with the classes so named in the Clearing House classification.

In the schedule of the North Eastern the general conditions are similar to those of the Scotch companies (*h*); but Part II. (animals) is similar to that of the English schedules. North Eastern.

The Confirming Act and formal order of the Irish companies are the same as those of the English companies. The general conditions are also the same, except that the Irish schedule has a special tariff for brewers' returned empties (*i*). Part I. is, of course, different, and so is Part II. (animals). Parts III. to VI. inclusive and the classification are the same as those of the English companies. Irish companies.

The Confirming Act and formal order of the Scotch companies are similar to those of the English and Irish companies; the general conditions (*i*), however, are slightly different, the provision of trucks for class A traffic being included in the rate. This leads to a modification of clause 2, and to the omission of clause 9; and consequently the remaining clauses do not correspond numerically with those of the English and Irish companies. Scotch companies.

Part I. varies with the different companies. Part II. (animals) is the same for all the Scotch companies, but differs from that of the English and Irish schedules.

Part III. carriages, Part IV. exceptional, Part V. perishables, and Part VI. small parcels, and the classification are similar to those of the English and Irish schedules.

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(*h*) See p. 331.

(*i*) See p. 336.

## PART THE FIRST.

CONTAINING

### THE LAW RELATING TO THE CARRIAGE OF MERCHANDISE BY RAILWAY.

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#### CHAPTER I.

##### THE RAILWAY AND CANAL COMMISSION.

THE Court having special jurisdiction in railway matters is the Railway and Canal Commission. It has powers to some extent executive as well as judicial, and it is proposed to state shortly the nature and extent of its jurisdiction and the manner in which it has been administered. The Railway and Canal Commission, as constituted by the Railway and Canal Traffic Act, 1888 (*a*), consists of two appointed Commissioners (*b*), appointed on the recommendation of the Board of Trade; and three *ex officio* Commissioners, judges of the superior Courts (*c*), one being nominated for England, one for Scotland, and the third for Ireland. Not less than three Commissioners are to attend at the hearing of any case, and the *ex officio* Commissioner is to preside, and his opinion on a point of law is to prevail (*d*). And there is provision made for the

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(*a*) 51 & 52 Vict. c. 25.

(*b*) The appointed Commissioners are Sir Frederick Peel and Viscount Cobham (September, 1891).

(*c*) The *ex officio* Commissioners are Mr. Justice Wills (England), Lord Trayner (Scotland), and Mr. Justice Murphy (Ireland).

(*d*) 51 & 52 Vict. c. 25, s. 5, sub-s. 3.

nomination of a temporary Commissioner in the place of any appointed or *ex officio* Commissioner, who may be unable to attend at the hearing of any case (e).

### *Jurisdiction.*

The jurisdiction conferred on the Court of Common Pleas by the Traffic Act of 1854 (f), and that conferred on the old Railway Commissioners by the Regulation of Railways Act, 1873 (g), the Board of Trade Arbitrations Act, 1874 (h), the Telegraph Act, 1878 (i), and the Cheap Trains Act, 1883 (k), is now vested in the Railway and Canal Commission (l); and, in addition, several fresh powers are conferred upon them by the Act of 1888 itself.

This jurisdiction, besides including some matters which are not pertinent to the subject of this book, embraces the following heads, which require to be separately dealt with:—

Undue Preference.

Facilities for Traffic.

Traffic on Steamboats.

Through Rates.

Rate Books.

Terminals.

The legality of Rates.

Obligations contained in Special Acts.

Provisions relating to Private Branch Railways or Sidings.

References under the Board of Trade Arbitrations Act, 1874. (See p. 147.)

(e) *Ibid.* s. 5, sub-ss. 6, 7.

(f) 17 & 18 Vict. c. 31, ss. 2, 3.

(g) 36 & 37 Vict. c. 48.

(h) 37 & 38 Vict. c. 40.

(i) 41 & 42 Vict. c. 76.

(k) 46 & 47 Vict. c. 34, s. 3.

(l) 51 & 52 Vict. c. 25, s. 8.

Finally, the Court is a court of record (*m*), and of co-ordinate jurisdiction with the Queen's Bench Division, and bound by their decisions (*n*), and an appeal will lie on any question, not being a mere question of fact or of *locus standi*, straight to the Court of Appeal (*o*).

*Who may make Complaints to the Railway and Canal Commission.*

Under the Traffic Act of 1854 (*p*), "any company or person" was empowered to make complaint to the Court of Common Pleas of a contravention of that Act, and upon the certificate of the Board of Trade the Attorney-General or Lord Advocate were given the like power.

And under the Act of 1873 (*q*), any person (which by the definition clause (*r*) includes a body of persons corporate or unincorporate) complaining of anything done or of any omission made in violation or contravention of sect. 2 of the Traffic Act of 1854, or of sect. 16 of the Regulation of Railways Act, 1868 (*s*), or of the Act of 1873, or of any enactment amending or applying the same respectively, might apply to the Commissioners, and upon the certificate of the Board of Trade alleging any such violation or contravention, any person appointed by the Board of Trade in that behalf (*t*) might in like manner apply to the Commissioners.

The Act of 1888 (*u*) transferred to and vested in the

(*m*) 51 & 52 Vict. c. 25, s. 2.

(*n*) *Sowerby v. G. N. Ry. Co.*, 7 Times L. R. 260.

(*o*) 51 & 52 Vict. c. 25, s. 17.

(*p*) 17 & 18 Vict. c. 31, s. 3.

(*q*) 36 & 37 Vict. c. 48, s. 6.

(*r*) *Ibid.* s. 3.

(*s*) This section provided for equality of treatment where companies were parties to the carriage of goods by sea.

(*t*) It is believed that this power of the Board of Trade has not yet been exercised.

(*u*) 51 & 52 Vict. c. 25, s. 8.

Railway and Canal Commission all the jurisdiction and powers which at the commencement of this Act were vested in or capable of being exercised by the Railway Commissioners, whether under the Act of 1873 or any other Act. And this Act also enables certain local authorities and bodies of traders to make complaint to the Railway and Canal Commission.

The statute enacts (*w*) :

Sub-s. (1). "Any of the following authorities, that is to say—

Provision for complaints by public authority in certain cases.

(a) any of the following local authorities, namely, any harbour board, or conservancy authority, the Common Council of the City of London, any council of a city or borough, any representative county body which may be created by an Act passed in the present or any future session of Parliament, any justices in quarter sessions assembled, the Commissioners of Supply of any county in Scotland, the Metropolitan Board of Works, or any urban sanitary authority not being a council as aforesaid, or any rural sanitary authority; or

(b) any such association of traders or freighters, or chamber of commerce or agriculture as may obtain a certificate from the Board of Trade that it is, in the opinion of the Board of Trade, a proper body to make such complaint,

may make to the Commissioners any complaint which the Commissioners have jurisdiction to determine, and may do so without proof that such authority is aggrieved by the matter complained of, and any of such authorities may appear in opposition to any complaint which the Commissioners have jurisdiction to determine in any case where such authority, or the persons represented by them, appear to the Commissioners to be likely to be affected by

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(*w*) *Ibid.* s. 7.



any determination of the Commissioners upon such complaint."

Sub-s. (2). "The Board of Trade may, if they think fit, require, as a condition of giving a certificate under this section, that security be given in such manner and to such amount as they think necessary, for any costs which the complainants may be ordered to pay or bear."

Sub-s. (3). "Any certificate granted under this section shall, unless withdrawn, be in force for twelve months from the date on which it was given."

Extent of  
section.

Although these local authorities and bodies of traders have power to make complaints to the commission "without proof that the authority is aggrieved by the matter complained of," yet, on a similar clause under the Act of 1873, the old Railway Commissioners refused to grant relief where neither the complainants, nor the inhabitants of their district, nor the persons on whose behalf the complaint was preferred were in any way connected or identified with the matter complained of (*x*); and in a recent case, the Court laid it down that the provision in question does not require the Court necessarily to redress fanciful, or merely theoretical inequalities of charge or preferences of any other description; and that, "if it was established that the matters complained of were such as could not affect the interest of the applicants or the trade which they represented, it would be quite within the competence of the Court to refuse to give judgment upon an academic discussion presumably under such circumstances with very imperfect information" (*y*). But under the provisions of sect. 7, the objection that what is complained of does not hurt the applicants must be dealt with somewhat strictly, and it is sufficient to warrant the application and to call

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(*x*) *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282.

(*y*) *Liverpool Corn Trade Association v. L. & N. W. Ry. Co.*, (1891) 1 Q. B. 120, 126.

on the Court for its interference if the practices complained of, whether their present effect be serious or trivial, are in themselves legally objectionable, and if they *may* lead to consequences injurious to the interests of those represented by the applicants (z).

In spite of the wide terms of this section, it seems doubtful whether a local authority or body of traders could propose a through rate; their powers with regard to through rates are probably limited to making a complaint of unreasonable charges to the Board of Trade under sect. 31 of the Act of 1888, and it will probably be held, as the Commissioners held under the Act of 1873, that such authority has no power, as such, to propose a through rate (a).

In addition to the local authorities mentioned in this section, port and harbour authorities are specially empowered, by sect. 30 of the Act of 1888, to make complaint to the Railway and Canal Commission of any undue prejudice or disadvantage to which their dock may be subjected by a railway company (b).

(z) *Ibid.*

(a) *Ayr Harbour Trustees v. Glasgow & S. W. Ry. Co.*, 4 B. & Mac. 81; and see *post*, p. 69.

(b) See *post*, p. 58.

## CHAPTER II.

## THE BOARD OF TRADE.

THE Board of Trade have, as is well known, considerable powers of an administrative character over and in relation to railway companies. In addition to these, the Traffic Act of 1888 (*a*) conferred upon them certain powers of a quasi-judicial character.

(1.) We have seen (*b*) that under that Act the Board of Trade were entrusted with the duty of making and submitting to Parliament a classification of traffic and schedule of rates of each railway company.

(2.) The Board of Trade are given power to hear applications on the part of any person or railway company for the addition to the classification of traffic of any articles, and to determine the same as they may think right (*c*).

(3.) The Board of Trade are given power to prescribe the form in which a railway company, desirous of making any increase in their tolls, rates, or charges published in their rate-books, are to give the fourteen days' notice to the public required of their intention to do so (*d*).

(4.) The same Act has attempted to give to the Board of Trade a conciliatory jurisdiction, under which any trader can make complaint to the Board of Trade of any

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(*a*) 51 & 52 Vict. c. 25.

(*b*) *Ante*, pp. 1 *et seq.*

(*c*) 51 & 52 Vict. c. 25, s. 24, sub-s. 11.

(*d*) *Ibid.* s. 33, sub-s. 6. As to the form prescribed by the Board of Trade, see p. 451.

unfair treatment to which he is subjected by a railway company.

Section 31 of the Traffic Act of 1888 provides as follows :—

Sub-s. (1). “Whenever any person receiving or sending or desiring to send goods by any railway is of opinion that the railway company is charging him an unfair or an unreasonable rate of charge, or is in any other respect treating him in an oppressive or unreasonable manner, such person may complain to the Board of Trade.”

Complaints  
to Board of  
Trade of un-  
reasonable  
charges by  
railway  
companies.

Sub-s. (2). “The Board of Trade, if they think that there is reasonable ground for the complaint, may thereupon call upon the railway company for an explanation, and endeavour to settle amicably the differences between the complainant and the railway company.”

Sub-s. (3). “For the purpose aforesaid, the Board of Trade may appoint either one of their own officers, or any other competent person to communicate with the complainant and the railway company, and to receive and consider such explanations and communications as may be made in reference to the complaint; and the Board of Trade may pay to such last-mentioned person such remuneration as they may think fit, and as may be approved by the Treasury.”

Sub-s. (4). “The Board of Trade shall from time to time submit to Parliament reports of the complaints made to them under the provisions of this section, and the results of the proceedings taken in relation to such complaints, together with such observations thereon as the Board of Trade shall think fit.”

Sub-s. (5). “A complaint under this section may be made to the Board of Trade by any of the authorities mentioned in section seven of this Act, in any case in which, in the opinion of any of such authorities, they or any traders or persons in their district are being charged unfair or unreasonable rates by a railway company; and all the provisions of this section shall apply to a complaint

so made as if the same had been made by a person entitled to make a complaint under this section."

Where a person interested in through traffic by railway or canal is desirous of obtaining a through rate under sect. 25 of the Act of 1888, the making of a complaint to the Board of Trade under this section is, as we shall see (*e*), a necessary preliminary to an application to the Railway Commissioners.

The Board of Trade regard this conciliatory jurisdiction as only to be exercised in cases of small or of only particular importance. They say:—

"Although in the opinion of the law officers of the crown, 'the conciliatory jurisdiction of the Board of Trade under this section is not excluded merely by reason that a complaint involves questions of undue preference, or by reason that questions of undue preference may arise in relation to a settlement suggested by the Board of Trade,' the Board of Trade consider that it would be futile to attempt to arrange, without power of enforcing their determination, questions of large importance which need the action of a High Court, and desire to direct their attention chiefly to such cases of limited or particular importance as would justify the suggestion of a settlement on their part" (*f*).

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(*e*) *Post*, p. 64.

(*f*) Report of the Board of Trade under sect. 31 of the Railway and Canal Traffic Act, 1888, 16th May, 1890.

### CHAPTER III.

#### DUE AND REASONABLE FACILITIES.

SECTION 2 of the Traffic Act, 1854 (17 & 18 Vict. c. 31), provides:—

“ Every railway company, canal company, and railway **Facilities.**  
and canal company shall, according to their respective  
powers, afford all reasonable facilities for the receiving  
and forwarding and delivering of traffic upon and from  
the several railways and canals belonging to or worked by  
such companies respectively, and for the return of car-  
riages, trucks, boats, and other vehicles; and no such **Undue**  
company shall make or give any undue or unreasonable **preference.**  
preference or advantage to or in favour of any particular  
person or company, or any particular description of traffic,  
in any respect whatsoever, nor shall any company subject  
any particular person or company, or any particular descrip-  
tion of traffic, to any undue or unreasonable prejudice or  
disadvantage in any respect whatsoever; and every railway **Through**  
company, and canal company, and railway and canal com- **traffic.**  
pany, having or working railways or canals which form  
part of a continuous line of railway, or canal, or railway and  
canal communication, or which have the terminus, station,  
or wharf of the one near the terminus, station, or wharf of  
the other, shall afford all due and reasonable facilities for  
receiving and forwarding all the traffic arriving by one of  
such railways or canals by the other, without any unrea-  
sonable delay, and without any such preference or advan-  
tage or prejudice or disadvantage as aforesaid, and so that  
no obstruction may be offered to the public desirous of  
using such railways or canals or railways and canals as a  
continuous line of communication, and so that all reason-  
able accommodation may, by means of the railways and

canals of the several companies, be at all times afforded to the public in that behalf."

In dealing with this section, in the *Hastings Case* (a), Lord Selborne said: The obligations imposed upon railway companies by this statute "are substantially three in number: *First*, a positive obligation to afford, according to their respective powers, all reasonable facilities for the receiving, forwarding, and delivering of traffic, upon and from the several railways and canals belonging to or worked by such companies respectively, and for the return of carriages, trucks, boats, and other vehicles" . . . .; the *second* obligation is to give no undue preferences; the *third*, to do whatever may be necessary to enable the company's own line, and any other line connected with or having a terminus near it, to be used by the public as a continuous line of communication.

The important question of through rates will be dealt with separately, p. 63, and that of undue preference, p. 32.

Obligations  
as to carriage  
of goods.

Before the passing of this statute railway companies were bound to carry troops (b), and they are now bound to carry mails (c); but otherwise the duty of railway companies to carry any particular class of goods depended upon whether they did or did not profess to carry such goods as common carriers. The Railways Clauses Consolidation Act, 1845, did not impose on them any duty to carry goods of which they were not common carriers by their own conduct and profession (d). The Traffic Act of 1854, however, above mentioned, materially altered the law in this respect; and railway companies are now bound to provide facilities for carrying animals or

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(a) *S. E. Ry. Co. v. Railway Commissioners*, 3 N. & Mac. 464, 506; 6 Q. B. Div. 586.

(b) 7 & 8 Vict. c. 85, s. 12.

(c) 36 & 37 Vict. c. 48, s. 18.

(d) *Johnson v. Midland Ry. Co.*, 4 Exch. 367; *Hare v. L. & N. W. Ry. Co.*, 2 J. & H. 80.

particular classes of goods, with the exception, possibly, of specially dangerous goods (*e*). And the duty thus imposed upon railway companies is inconsistent with their right to refuse to carry any particular class of goods or animals which they have facilities for carrying, and is inconsistent with their right to refuse to carry such goods or animals except upon terms which are unreasonable (*f*). And this obligation is not merely confined to traffic on the main line, for under the above section it is no longer competent for a railway company which has undertaken a particular description of traffic to deny the jurisdiction of the Railway and Canal Commission Court to take into consideration the legality of its conduct in respect of that kind of traffic upon some particular branch of its line (*g*).

And in giving judgment on the merits in the case last referred to, Wills, J., said: "Up to that time (the Act of 1854), as was pointed out by the Court of Appeal in *Dickson v. G. N. Ry. Co.* (*h*), the obligations of railway companies were simply those of common carriers. Inasmuch as no common carrier was bound to carry any particular class of traffic, a common carrier, being a railway company, was equally with other common carriers entitled to say: 'I am not a common carrier of passengers, I am not a common carrier of coal, I am not a common carrier of this, or that, or the other, and therefore you must not expect me to carry it.' Then came the Act of 1854, which, as the Court of Appeal in that case laid down, made a radical alteration in the obligations of a railway company; and it compelled them, whether they liked it or not and, it seems to me, whether it were profitable or not, to give reasonable facilities according to

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(*e*) Railways Clauses Act, 1845 (8 Vict. c. 20), s. 105.

(*f*) *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176, 184.

(*g*) *Winsford Local Board v. Cheshire Lines Committee*, 24 Q. B. D. 456; 7 B. & Mac. 72.

(*h*) *Winsford Local Board v. Cheshire Lines Committee*, 7 B. & Mac. 72, p. 82.



their power for receiving, despatching, and dealing with traffic. . . . Now the Act of Parliament, as it seems to me, says nothing about whether a particular species of traffic is profitable or not. I quite agree that the extent to which it is a profitable or a losing traffic cannot be entirely excluded, because if there is no substantial traffic to be accommodated no one can say that any special facilities for supplying the necessities of a non-existent traffic are called for. But it seems to me that the moment you establish that there is a serious, substantial, and considerable traffic to be dealt with upon that line, and seeking to go along that line, you bring the case within the Act of Parliament, and reasonable facilities must be afforded. But, of course, on the question of what are reasonable facilities, these matters might fairly be taken into account."

Excuses invalid.

The obligation is to afford due and reasonable facilities, and, if reasonable, the obligation to afford them is not limited by the convenience of the company (*i*), nor owing to disputes between different railway companies *inter se* (*k*), nor, within limits as to what is reasonable, by considerations as to whether the facilities, when afforded, will remunerate the company (*l*). Nor will a company be allowed to escape from these obligations because, by their own carelessness, or by a misuse of the powers conferred on them by their special Acts, they have rendered the performance of those obligations more difficult (*m*).

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(*i*) *Victoria Coal and Iron Co. v. Neath & Brecon Ry. Co.*, 3 N. & Mac. 37.

(*k*) *Maidstone Town Council v. S. E. Ry. Co.*, 7 B. & Mac. 99. See Report in Times, 13th Jan. 1891; *Watson v. G. W. Ry. Co.*, 9th Annual Report of Railway Commissioners, 12; *Hamman, Foster & Co. v. G. W. Ry. Co.*, 4 B. & Mac. 181.

(*l*) *Winsford Local Board v. Cheshire Lines Committee*, 7 B. & Mac. 72, 83.

(*m*) *Putney Overseers v. L. & S. W. Ry. Co.*, (1891) 1 Q. B. 440, and see last case.

Similarly, the obligation to afford facilities is not dependent upon mutual arrangements between different companies (*n*), and, where continuous communication exists by railway belonging to two or more companies, it is reasonable that such companies should afford one another facilities for transferring traffic at the points of junction (*o*). And special power is given to the Railway and Canal Commission to make orders for facilities, notwithstanding any agreements between companies that have not been confirmed by the Board of Trade or the Railway and Canal Commission (*p*).

In a proper case the Court will make an order on a railway company to afford due and reasonable facilities, though such facilities may involve structural alteration (*q*), although it has no power to order a particular alteration (*r*); and, if necessary, can make an order on two or more companies, who may be ordered to make mutual arrangements to carry into effect any orders of the Commission Court, and to submit a scheme for carrying the same into effect (*s*); and such an order has recently been made (*t*). Structural alteration.

In considering what is a reasonable amount of accommodation, however, regard must be had to the general Limitation to traffic.

(*n*) *Watson v. G. W. Ry. Co.*, 9 Reports of Railway Commissioners, 12; *James v. Taff Vale Ry. Co.*, 3 N. & Mac. 540.

(*o*) *Ibid.*

(*p*) Act of 1888, s. 11.

3 (*q*) *South Eastern Ry. Co. v. Railway Commissioners*, 6 Q. B. Div. 506; *B. & Mac.* 464; *L. & S. W. Ry. Co. v. Staines Ry. Co.*, 4 B. & Mac. 48; *Caterham Ry. Co. v. L. B. & S. C. Ry. Co.*, 1 B. & Mac. 32; *Swansea Tramways Co. v. Swansea & Mumbles Ry. Co.*, 3 N. & Mac. 339; *Newry Nav. Co. v. G. N. Ry. Co.*, 7 B. & Mac. 176.

(*r*) *South Eastern Ry. Co. v. Railway Commissioners*, 6 Q. B. Div. 506.

(*s*) Act of 1888 (51 & 52 Vict. c. 25), s. 14.

(*t*) *Maidstone Town Council v. S. E. Ry. Co. and L. C. & D. Ry. Co.*, 7 B. & Mac. 99.

traffic of the company (*u*), for the Traffic Acts do not require a railway company to find accommodation further than it is the interest of railway traffic that it should be found (*w*); and sect. 2 of the Traffic Act of 1854 is to be limited to the conveyance and transport of traffic, and to acts done by the company in their capacity of railway or canal carriers. Thus the facilities required by this section must be in the receiving, forwarding, or delivering of traffic, and not in connection with some distinct business, such as that of dock-owners, carried on by them (*x*).

Necessary  
works.

Thus the construction of all works necessary for the accommodation of traffic, and the safety of passengers, is a reasonable facility to be afforded by railway companies (*y*); but they will not be ordered to construct works or to take land—though offered them gratis (*z*)—or to do other matters which will require them first to obtain powers from Parliament for the purpose (*a*).

Inconvenience  
must be in  
proportion to  
expense.

And, further, the public inconvenience, sought to be remedied by the facilities asked for, must bear some proportion to the inconvenience or expense which would be caused to the railway company in complying with an order to grant the facilities. And so the Commission Court refused to order a railway company to convert a station, at a sea-port, which had always been used as a passenger station, into a goods station to accommodate the traffic of two boats only, seeing that there was already a goods station in the same town a short distance off, and there

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(*u*) *Barret v. G. N. Ry. Co.*, 1 N. & Mac. 38.

(*w*) *Holyhead Local Board v. L. & N. W. Ry. Co.*, 4 B. & Mac. 37.

(*x*) *East & West India Dock Co. v. Shaw*, 39 Ch. D. 524; and see *West v. L. & N. W. Ry. Co.*, L. R. 5 C. P. 622; 1 N. & Mac. 166; *Baxendale v. L. & S. W. Ry. Co.*, L. R. 1 Ex. 137.

(*y*) *L. & S. W. Ry. Co. v. Staines Ry. Co.*, 3 N. & Mac. 48.

(*z*) *Harris v. L. & S. W. Ry. Co.*, 3 N. & Mac. 331; *Newry Nav. Co. v. G. N. Ry. Co.*, 7 B. & Mac. 176.

(*a*) *Ibid.*; *Thomas v. North Stafford. Ry. Co.*, 3 N. & Mac. 1; *S. E. Ry. Co. v. Railway Commissioners*, 6 Q. B. Div. 586.

(1) See further as to duty of C.P. when there is continuous communication  
E. Co. N. v. Severn & Wye. 5 B. M. 170, 188

## DUE AND REASONABLE FACILITIES.

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was no binding agreement between the shipowners and the railway company to ensure a continuance of the traffic, and the railway company had no power to make a goods station without acquiring fresh land (b). And that although continuous communication existed between the passenger station and the goods station.

There is no obligation on railway companies to establish booking offices on places off their line of railway for the collection of traffic, because, although it is for the benefit of places situate some miles from a railway that there should be persons to collect and deliver goods regularly as carriers, a railway company is not responsible for making arrangements for carrying by road in addition to its proper business of carrying by railway (c). Booking office  
off railway.

Through booking of traffic is a facility which railway companies ought to give (d); and where railways owned by different companies are coterminous and form a continuous line (e), the companies are bound to use their utmost diligence in sending traffic by their respective routes (f). A route will not, however, be considered a continuous line of railway communication until the works necessary for interchange of traffic at a junction on the route have been sanctioned by the Board of Trade (g). Through  
traffic.

The obligation to afford all reasonable facilities for traffic is imposed on all railway companies "according to their respective powers" (h), and, as some railway companies possess, under their special Acts, larger powers than others, "According  
to their  
powers."

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(b) *Newry Navigation Co. v. G. N. Ry. Co.*, 7 B. & Mac. 176.

(c) *Dublin & Meath Ry. Co. v. M. G. W. Ry. Co.*, 3 N. & Mac. 379; and cf. *Aberdeen Commercial Co. v. Gt. North of Scotland Ry. Co.*, 3 N. & Mac. 205; 6 Court Sess. Cas. (4th Ser.) 67.

(d) *Innes v. L. B. & S. C. Ry. Co.*, 2 N. & Mac. 155.

(e) As to through rates, see p. 63.

(f) *Victoria Colliery Co. v. Mid. Ry. Co.*, 3 N. & Mac. 37.

(g) *Hamman, Foster & Co. v. G. W. Ry. Co.*, 4 B. & Mac. 181.

(h) Act of 1854 (17 & 18 Vict. c. 31), sect. 2.

so the facilities they are required to afford are extended or limited (*i*).

Obligations  
under special  
Acts.

The Railway and Canal Commission have now been given a very wide jurisdiction to enforce obligations imposed upon railway companies by special Acts (*j*). These obligations are of a very varying character, and are too numerous and of too special a character to be discussed here, but the special Acts of any particular railway company must be referred to in order to ascertain the obligations of that company.

Facilities  
must be of a  
public  
character.

From the decisions of the Court of Common Pleas under the Traffic Act of 1854, it would seem that, to obtain an order for due and reasonable facilities against a company, the facility required must be of a more or less public character, and that an order would not be made to remedy a mere private grievance (*k*); and on similar grounds the old Railway Commissioners have refused to order a railway company to construct a private siding for the convenience of a particular trader (*l*).

Stations.

A railway company is under no obligation (apart from any specific provisions in its special Acts) to establish a station at any particular place along its line (*m*), or, having established it, to provide it with every possible facility; it is sufficient if the accommodation provided is sufficient

(*i*) *Tharsis Sulphur and Copper Co. v. L. & N. W. Ry. Co.*, 3 N. & Mac. 455; *Watkinson v. Wrexham, Mold, and Connah's Quay Ry. Co.* (No. 2), 3 N. & Mac. 164; and (No. 3) *Ibid.* 446. And see *G. W. Ry. Co. v. Bristol Port Railway and Pier Co.*, 5 B. & Mac. 94; *Thomas v. N. Staffordshire Ry. Co.*, 3 N. & Mac. 9.

(*j*) Act of 1888 (51 & 52 Vict. c. 25), sect. 9.

(*k*) *Barret v. G. N. Ry. Co.*, 1 N. & Mac. 38; *Beadell v. E. C. Ry. Co.*, *Ibid.* 56; *Painter v. L. B. & S. C. Ry. Co.*, *Ibid.* 58; *Ilfracombe Public Conveyance Co. v. L. & S. W. Ry. Co.*, *Ibid.* 61.

(*l*) *Dublin Whiskey Distillery Co. v. M. G. W. Ry. Co.*, 4 B. & Mac. 32; but as to private sidings, see *post*, p. 25.

(*m*) *S. E. Ry. Co. v. Railway Commissioners*, 6 Q. B. Div. 592; 3 N. & Mac. 464.

having regard to the class of traffic at the station (*n*) ; but, if a railway company with sufficient powers keep its platforms and booking offices in such a state as to cause dangerous and obstructive confusion, it is guilty of a contravention of this section of the Act of 1854 (*o*). On the other hand, where a particular station of a company was already fully occupied by mineral traffic, and the company were not able to enlarge it without getting additional powers from Parliament, on the application of a trader asking that the company might be ordered to deliver perishable merchandise to him at the station in question instead of at a neighbouring station, the Commissioners refused to order the company to do so (*p*). And a few instances of traffic consigned to a place by a particular route (*q*), or by a particular carrier (*r*), and inadvertently sent to the consignee in another manner, are no ground for an injunction under the Traffic Acts, though they may become so if sufficiently frequent to amount to an undue prejudice of the particular route or particular carrier (*s*).

Whether the Railway and Canal Commission have power to order a railway company to turn a passenger station into a goods station also is doubtful, but they will not do so where, if they did so, the railway company would be compelled to acquire new land in order to comply with the order, as such a course would not be reasonable (*t*).

Where a siding has been conveniently planned to enable Sidings:

(*n*) *Holyhead Local Board v. L. & N. W. Ry. Co.*, 4 B. & Mac. 37.

(*o*) *S. E. Ry. Co. v. Railway Commissioners*, *ubi supra*.

(*p*) *Thomas v. North Staffordshire Ry. Co.*, 3 N. & Mac. 1.

(*q*) *Ford v. L. & S. W. Ry. Co.*, 63 L. T. N. S. 841; 6 B. & Mac. 111; *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282; *City of Dublin Steam Packet Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 10; *Ayr Harbour Trustees v. G. & S. W. Ry. Co.*, 4 B. & Mac. 90.

(*r*) *Hamman, Foster & Co. v. G. W. Ry. Co.*, 4 B. & Mac. 181.

(*s*) *Ford v. L. & S. W. Ry. Co.*, 63 L. T. N. S. 841; 6 B. & Mac. 111.

(*t*) *Newry Nav. Co. v. G. N. Ry. Co.*, 7 B. & Mac. 176.

Collection of trucks.

a railway company to have access to it, and the company have at that place no reserve line of their own, it is only a reasonable facility that the railway company should run their engine over a portion of the siding without extra payment, in order to collect the trader's trucks, if the trucks have been arranged in proper order as near the main line as they could be with safety (*u*).

By the schedule to the Provisional Orders (*r*), it is now provided that a company may charge for services rendered by the company at or in connection with sidings not belonging to the company, when rendered to a trader at his request or for his convenience, a reasonable sum by way of addition to the tonnage rate. The question is whether this provision alters the decisions above referred to. Probably that will to some extent be so. Provision is made for the determination of what is a reasonable sum, which will therefore be in the nature of a *quantum meruit*, and the railway company will therefore be able to recover the equivalent of any work actually performed by them.

Facilities at sidings.

The facilities which a railway company will be ordered to provide in connection with sidings must depend on the powers given and obligations imposed upon them, but in suitable cases signalling (*w*), and the supply of trucks when required (*x*), have been ordered.

The provision of sidings.

Whether the old Railway Commissioners had any power to order the provision of a private siding as a facility may be doubtful. They refused to make such an order where the result would have been that the general traffic of the

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(*u*) *Watkinson v. Wrexham, Mold, and Connah's Quay Ry. Co.*, 3 N. & Mac. 5; *Tharsis Sulphur and Copper Co. v. L. & N. W. Ry. Co.*, 3 N. & Mac. 455.

(*v*) Schedule to Prov. Orders, sect. 5, sub-s. 1, p. 189.

(*w*) *L. & S. W. Ry. Co. v. Staines Ry. Co.*, 3 N. & Mac. 48.

(*x*) *Tharsis Sulphur and Copper Co. v. L. & N. W. Ry. Co.*, 3 N. & Mac. 455.

railway would have been interfered with (*y*); but intimated that in a case where a private siding was already in existence, but the railway company refused to allow the trader to continue to use it, though they allowed the trader's rivals in trade to use similar private sidings, the Court would be prepared to issue an injunction against the railway company on the ground of undue preference (*z*).

An important extension of the jurisdiction of the Railway and Canal Commission, in respect of sidings, has been made by sect. 9 of the Act of 1888, which gives the Court jurisdiction to entertain a complaint of the contravention of an enactment in any Act containing provisions relating to private branch railways or private sidings (*a*). Jurisdiction over private sidings.

The following provisions in general Acts refer to private branch railways and sidings :—

Sects. 18 and 19 of the Regulations of Railways Act, 1840 (*b*), confer on the Board of Trade power to determine disputes as to the proper places for openings in the ledges or flanches of a railway.

Sect. 12 of the Railway Regulation Act of 1842 (*c*) gives power to the Board of Trade to direct that such openings in any passenger railway (*d*) shall be made subject to such conditions as they shall direct.

Sect. 76 of the Railways Clauses Act of 1845, after providing that nothing in that Act or the special Act of the railway company is to prevent the owners or occupiers of land adjoining the railway from laying down collateral Sidings under Railways Clauses Act.

(*y*) *Dublin Whiskey Distillery Co. v. M. G. W. Ry. Co.*, 4 B. & Mac. 32.

(*z*) *Beeston Brewery Co. v. Mid. Ry. Co.*, 5 B. & Mac. 53; and cf. *Girardot, Flinn & Co. v. Mid. Ry. Co.*, 4 B. & Mac. 291.

(*a*) Act of 1888 (51 & 52 Vict. c. 25), sect. 9.

(*b*) 3 & 4 Vict. c. 97.

(*c*) 5 & 6 Vict. c. 55.

(*d*) A railway was not to be considered a passenger railway if two-thirds or more of its gross annual revenue was derived from the carriage of coals, ironstone, or other metals or minerals.



branches of railway to communicate with the railway, proceeds, "And the company shall, if required, at the expense of such owners or occupiers and other persons, and subject also to the provisions of the said last-mentioned Act (e), make openings in the rails, and such additional lines of rail, as may be necessary for effecting such communication in places where the communication can be made with safety to the public, and without injury to the railway, and without inconvenience to the traffic thereon; and the company shall not take any rate, or toll, or other moneys for the passing of any passengers, goods, or other things along any branch so to be made by any such owner, or occupier, or other person; but this enactment shall be subject to the following restrictions and conditions: (that is to say),

"No such branch railway shall run parallel to the railway:

"The company shall not be bound to make any such openings in any place which they shall have set apart for any specific purpose with which such communication would interfere, nor on any inclined plane or bridge, or in any tunnel:

"The persons making or using such branch railways shall be subject to all byelaws and regulations of the company from time to time made with respect to passing upon or crossing the railway, and otherwise; and the persons making or using such branch railways shall be bound to construct, and from time to time as need may require to renew, the offset plates and switches according to the most approved plan adopted by the company and under the direction of their engineer."

This section, then, can now be administered by the Railway and Canal Commission.

It has been held under this section that when once an

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(e) *I.e.*, to sect. 12 of the Act of 1842, see above.

opening has been made, and communication established with the assent of the railway company, they cannot afterwards revoke their consent (*f*), and clauses similar to this contained in special Acts have been held to enure for the benefit of the occupiers from time to time, not being confined to the occupiers at the time of passing the special Act (*g*).

And so it seems that when an opening for a siding has been once made under this section, it becomes a permanent right, and cannot be taken away because circumstances have altered, and the railway company are disposed to do something else with their line (*h*). But where the siding is only formed by virtue of some private agreement between the siding owner and the railway company, without resort to this section, terminable by either party, the case is otherwise (*i*).

Since the constitution of the present Railway and Canal Commission, the aid of this section has been invoked by a trader who desired to have a private siding connected with a railway company's line, but objected to entering into the usual agreement with the company, on the ground that its terms were too stringent. The agreement was in the usual form adopted by the company, and the company contended that it was so well known, and had been so carefully considered, that it might almost amount to a bye-law of the company. Wills, J., said he considered both parties had put their case too high, and adjourned the case in order that an arrangement might be come to (*k*).

(*f*) *Bell v. Mid. Ry. Co.*, 3 De G. & J. 673.

(*g*) *Bishop v. North*, 11 M. & W. 459; 3 Railw. Cas. 459; *In re Monkland and Kirkintillock Ry. Co.*, 3 Railw. Cas. 273.

(*h*) *Portway v. Colne Valley and Halstead Ry. Co.*, 7 B. & Mac. 102.

(*i*) *Ibid.*; *Woodruff v. Brecon and Merthyr Tydfil Junction Ry. Co.*, 28 Ch. D. 190.

(*k*) *Cobledick v. L. & N. W. Ry. Co.*, reported only in "The Times," 28th Oct., 1890.

Wrongful  
removal.

But in another case where a railway company had wrongfully taken up and removed rails forming the connection of a branch railway or siding with the railway company's main line, the Commission Court ordered and enjoined the railway company forthwith to restore the communication between the siding and their main line at their own expense (*m*).

Presumption  
as to origin.

It seems that where a trader has a siding upon his own land, working from his own land on to the railway company's premises, and there is no evidence of any agreement under which the sidings and the openings in the railway company's line have been made, the presumption is that the siding and openings were made under the statutory powers contained in sect. 76 of the Railways Clauses Act, 1845; and that this presumption is not rebutted by the fact that the railway company have been in the habit of repairing the portion of the communication on their own land, and in isolated cases have executed repairs on the private siding (*n*).

Provisional  
Orders.

In this connection it should be observed, that in the schedule to the Provisional Orders (*o*), power is expressly reserved to the railway company to make, in addition to the charges specified in the schedule, charges and payments by way of rent or otherwise for sidings and other structural accommodation, provided or to be provided for the private use of traders, and not required by the company for dealing with the traffic for the purposes of conveyance; provided that the amount of such charges or payments is fixed by an agreement in writing, signed by the trader, or by some person duly authorized on his behalf, or determined in case of difference by an arbitrator to be appointed by the Board of Trade.

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(*m*) *Portway v. Colne Valley and Halstead Ry. Co.*, 7 B. & Mac. 102.

(*n*) *Ibid.* pp. 107, 108.

(*o*) Clause 7, p. 193.

Whether the making of illegal or excessive rates and charges for the carriage of goods is a refusal of reasonable facilities within the meaning of the section, so as to amount to a contravention of the Traffic Acts, has been a question on which judicial opinion has somewhat differed. In a Scotch case (*p*), where a company issued a notice that they would not be common carriers of a particular class of goods, and would not carry them except at special rates and under a special agreement, the old Railway Commissioners considered that this constituted a refusal of reasonable facilities for this class of goods in respect of which an injunction might be issued against them (*q*); and this decision was confirmed on appeal by the Scotch Court of Session, who held that such specially high charges at all events constituted an "undue prejudice and disadvantage" of that particular class of goods, which the Commissioners had power to restrain (*r*). This case was under consideration in the English Courts in *Brown's Case* (*s*), where a passenger had been charged a fare in excess of the maximum authorized. The Divisional Court and the Court of Appeal, whilst generally approving the Aberdeen case (*t*), held that charges by a railway company, made in excess of their statutory maximum, did not constitute a case for injunction under the Traffic Acts, in the absence of evidence that traffic had actually been stopped by such charges. Brett, L. J., there said: "The complaint is founded solely upon the allegation that there has been an overcharge in the sense that the charge was higher than

Excessive  
charges.

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(*p*) *Aberdeen Commercial Co. v. Gt. North of Scotland Ry. Co.*, 6 Court Sess. Cas., 4th Ser. 67; 3 N. & Mac. 205.

(*q*) *Ibid.*

(*r*) 3 N. & Mac. 231.

(*s*) *Brown v. G. W. Ry. Co.*, 3 N. & Mac. 523; S. C. *sub nom. G. W. Ry. Co. v. Railway Commissioners*, 7 Q. B. D. 182; 9 Q. B. Div. 744.

(*t*) *Aberdeen Commercial Co. v. G. N. Sc. Ry. Co.*, 3 N. & Mac. 205.

the amount which the company were entitled to exact. There is no statement that the overcharge was made with the intent to prevent the carriage of any passenger or the progress of any train; and there is no statement that the overcharge is of such an amount or of such a nature as would prevent the carriage of any passenger or the forwarding of any train at all; and it is on account of the absence of these allegations that it seems to me that the Railway Commissioners had no jurisdiction to entertain the matter. If there was a statement in the complaint that the overcharge was done with the intent to stop the running of a train, or prevent a certain number of trains going, as at present advised, I should think it was matter within the jurisdiction of the Railway Commissioners, because such would prevent the carriage of passengers; and I am also inclined to think that if the statement of the complaint were that there was not simply an overcharge, but an overcharge so great that it did in fact prevent passengers going by trains, or did in fact prevent any train being put on the line which ought to be there, that that would give them jurisdiction, and that it would be the duty of the Commissioners to entertain the application."

The Railway Commissioners, in *Young v. Gwaendreth Valley Ry. Co.* (u), held that excessive charges imposed on traffic subjected it to unreasonable disadvantage, and amounted to an infringement of the Traffic Act of 1854.

The question was again raised in a slightly different form in the case of *The Distington Iron Co. v. L. & N. W. Ry. Co.* (v). In that case, the applicants, being charged excessive rates for their traffic, remonstrated against the charges as excessive and calculated to injure their business, and wrote a letter to the railway company in which they stated their intention not to pay more than the legal charges, and the company thereupon told them that, unless

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(u) 4 B. & Mac. 247.

(v) 4 Times L. R. 785; 6 B. & Mac. 108.

the letter was withdrawn, they would not receive or carry their traffic. The Commissioners, oppressed, no doubt, with the difficulty of reconciling these two decisions, held that this constituted a distinct tender of the traffic by the applicants, and a refusal by the company to receive it, except on terms which they were not warranted in exacting, and that this constituted a denial of reasonable facilities. The Divisional Court (*w*), however, refused to adopt this view, but held that the case was governed by *Brown's case* (*x*), being merely a charge made by the railway company in excess of their statutory powers.

In spite of the approval the Aberdeen case received in *Brown's case*, it is difficult to reconcile satisfactorily the *dicta* of the judges of the Court of Session in the Aberdeen case with those of the judges in the two English cases above referred to (*y*); but the question has not now the importance that it once had, as the Railway and Canal Commission have now been expressly given jurisdiction in any question or dispute involving the legality of any toll, rate, or charge (*z*).

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(*w*) *Reg. v. Railway Commissioners*, 5 Times L. R. 333; 22 Q. B. D. 642; 6 B. & Mac. 118.

(*x*) *Brown v. G. W. Ry. Co.*, 3 N. & Mac. 523; 7 Q. B. Div. 182.

(*y*) It will be seen that this is not the only question in which Scotch and English Courts have arrived at different conclusions. See pp. 53, 61. Where any such disputed question arises, the Railway and Canal Commission Court will be bound by the decision of the Courts of the country in which it is sitting (see *Macfarlane v. N. B. Ry. Co.*, 4 B. & Mac. 206; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306), until the disputed point has been settled by the House of Lords under sect. 17, sub-s. 5 of the Act of 1888.

(*z*) Act of 1888 (51 & 52 Vict. c. 25), sect. 10, and see p. 79.

## CHAPTER IV.

## THE EQUALITY CLAUSE AND UNDUE PREFERENCE.

WHEN railway companies obtained their earliest Acts for the formation of their lines, but few restrictions were placed on their dealings with their customers, it being, no doubt, anticipated that the competition to which they would be subjected by other forms of land carriage would render legislation unnecessary. But when it was found that the railway companies had obtained, not only a monopoly of the traffic on their own lines, but almost a complete monopoly of land traffic between the places connected by railway communication, and that places where competitive means of transit, as by sea or canal, were still left, enjoyed a disproportionate advantage, it was considered necessary to place certain restrictions on the dealings of railway companies with their customers to secure fairness of treatment. To secure this equality of treatment, various legislative enactments have been passed, and various obligations have from time to time been imposed upon railway companies in their private Acts. One of the earliest public enactments having this object in view is sect. 90 of the Railways Clauses Act, 1845 (*a*), often known as the Equality Clause. It is as follows:—

Sect. 90, Rail-  
ways Clauses  
Act.

“ And whereas it is expedient that the company should be enabled to vary the tolls upon the railway so as to accommodate them to the circumstances of the traffic, but that such power of varying should not be used for the purpose

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(*a*) 8 Vict. c. 20, s. 90.

of prejudicing or favouring particular parties, or for the purpose of collusively and unfairly creating a monopoly, either in the hands of the company or of particular parties; it shall be lawful therefore for the company, subject to the provisions and limitations herein and in the special Act contained, from time to time to alter or vary the tolls by the special Act authorized to be taken, either upon the whole or upon any particular portions of the railway, as they shall think fit; provided that all such tolls be at all times charged equally to all persons, and after the same rate, whether per ton per mile or otherwise, in respect of all passengers, and of all goods or carriages of the same description, and conveyed or propelled by a like carriage or engine, passing only over the same portion of the line of railway under the same circumstances; and no reduction or advance in any such tolls shall be made, either directly or indirectly, in favour of or against any particular company or person travelling upon or using the railway."

It has been decided that an action will lie under this section for refusing to carry for a particular person upon the same terms as for others (*b*), and also that, where excessive charges have been made by a company in contravention of this section, an action for money had and received will lie to recover back the excess of the charges so made, if they have been paid under protest, or in ignorance of the facts (*c*), and in such a case, the amount to be recovered must be calculated by ascertaining what quantity of goods was carried over the line at the higher rate under the same circumstances, and over the same portion of the line, at the time the lower rate was charged to another trader (*d*).

Enforced by  
action.

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(*b*) *Crouch v. G. N. Ry. Co.*, 9 Ex. 556.

(*c*) *G. W. Ry. Co. v. Sutton*, L. R. 4 H. L. 226; *Evershed v. L. & N. W. Ry. Co.*, 3 App. Cas. 1029.

(*d*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 11 App. Cas. 97.



Packed  
parcels.

Further, the words “goods of the same description” and “under the same circumstances” are used with reference, not to the contents of the parcels consigned for carriage, but to the parcels themselves (*i.e.*, like or different for purposes of carriage), and with reference to the conveyance of the goods, and not to the persons who send them. And, hence, packed parcels, whatever their contents, are goods of the same description within this section, and whether sent by another carrier, or by a wholesale dealer are of the same description for the purposes of this section (*e*). And also, the fact of the goods being about to be applied for different purposes after arriving at their destination (as where the goods were to be used by one customer for shipping to a particular port to open a new market and so increase the tonnage carried), does not constitute a difference in the circumstances under which the goods are carried (*f*).

And in this section, the word “tolls” is not confined, as in certain other places in the Railways Clauses Act, to tolls strictly so called for the use of the railway only, but it includes the rates and charges ordinarily made (*g*).

But, notwithstanding this, the clause is of limited application, for the part of the section relating to equality of tolls only applies when the journey is between the same points of departure and arrival (*h*). It has, therefore, no application to the case of lower rates being charged for a long than a short distance (*i*), nor to a case where charges are made in pursuance of a traffic agreement with another

(*e*) *G. W. Ry. Co. v. Sutton*, L. R. 4 H. L. 226.

(*f*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 11 App. Cas. 97.

(*g*) *L. & N. W. Ry. Co. v. Evershed*, 3 App. Cas. 1029.

(*h*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, *supra*.

(*i*) *A.-G. v. Birmingham and Derby Junction Ry. Co.*, 2 Railw. Cas. 124.

company under sect. 87 of the Railways Clauses Act, 1845 (*k*).

*Undue Preference.*

The Railway and Canal Traffic Act of 1854 provides that no railway company shall make or give any undue or unreasonable preference or advantage to or in favour of any particular person or company, or any particular description of traffic in any respect whatsoever, nor shall any such company subject any particular person or company, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage in any respect whatsoever (*l*).

But though this statutory duty is thus thrown on the railway companies, the only place it can be enforced in is the Court of the Railway and Canal Commission. The power to enforce this enactment was originally vested (by the same Act) in the Court of Common Pleas, afterwards by the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 46), sect. 6, transferred to the Railway Commission, and finally by the Traffic Act of 1888, sect. 8, to the present Railway and Canal Commission.

How  
enforced.

Undue or unreasonable charges which prejudice a particular trader by preferring others to him, cannot be recovered by an action in the High Court (*m*). And in an action in the High Court by which a railway company seeks to recover charges for the carriage of goods, the fact that the defendant is subjected by the railway company to unreasonable charges amounting to an undue preference is no defence to the action; nor can the defendant in such

High Court  
no jurisdiction.

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(*k*) *Hull and Barnsley Ry. Co. v. York and Derby Coal Co.*, 18 Q. B. Div. 761.

(*l*) 17 & 18 Vict. c. 31, s. 2; the whole section will be found, *ante*, p. 15.

(*m*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 11 App. Cas. 97, 113, 121; *Hole v. Digby*, 27 W. R. 884.

an action set off, or recover by counter-claim, over-payments in respect of previous charges which were unreasonable in the same sense (*c*), even though payments have been made under protest, and a decision of the Railway Commissioners has been obtained declaring the charges unreasonable (*d*).

Undue preference in special Acts.

The powers of the Railway and Canal Commission in matters of undue preference have been considerably affected by the Act of 1888. In the first place, by sect. 9 of that Act, when any enactment in a special Act contains provisions relating to undue preference, the Commission have now the like jurisdiction to hear and determine a complaint of a contravention of the enactment as they have with regard to a case under the general Act (*e*).

Damages.

Then they have also power to award damages "in complete satisfaction of any claim, including repayment of over-charges" (*f*). But to entitle a party to damages the complaint must be made within one year from the discovery by him of the matter complained of; and damages for undue preference are not to be given if the rates complained of have been duly published by the company in their station rate books, unless and until the party complaining shall have given written notice to the railway company requiring them to abstain from or remedy the matter of complaint, and the company have failed within a reasonable time to comply therewith (*g*).

Act of 1888.  
Onus of proof.

Further, sect. 27 of the same Act (*h*) provides: " (1) Whenever it is shown that any railway company charge one trader, or class of traders, or the traders in any district, lower tolls, rates, or charges for the same or

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(*c*) *Lanc. & York. Ry. Co. v. Greenwood*, 21 Q. B. D. 215.

(*d*) *Rhymney Ry. Co. v. Rhymney Iron Co.*, 25 Q. B. Div. 146.

(*e*) 51 & 52 Vict. c. 25, s. 9.

(*f*) *Ibid.* s. 12.

(*g*) *Ibid.* s. 13.

(*h*) Traffic Act, 1888 (51 & 52 Vict. c. 25), s. 27.

similar merchandise, or lower tolls, rates, or charges for the same or similar services, than they charge to other traders, or classes of traders, or to the traders in another district, or make any difference in treatment in respect of any such trader or traders, the burden of proving that such lower charge or difference in treatment does not amount to an undue preference shall lie on the railway company.

“(2) In deciding whether a lower charge or difference in treatment does or does not amount to an undue preference, the Court having jurisdiction in the matter, or the Commissioners, as the case may be, may, so far as they think reasonable, in addition to any other considerations affecting the case, take into consideration whether such lower charge or difference in treatment is necessary for the purpose of securing in the interests of the public the traffic in respect of which it is made, and whether the inequality cannot be removed without unduly reducing the rates charged to the complainant. Provided that no railway company shall make, nor shall the Court, or the Commissioners, sanction any difference in the tolls, rates, or charges made for, or any difference in the treatment of home and foreign merchandise in respect of the same or similar services. Questions to be considered.

“(3.) The Court or the Commissioners shall have power to direct that no higher charge be made to any person for similar services in respect of merchandise carried over a less distance than is made to any other person for similar services in respect of the like description and quantity of merchandise carried over a greater distance on the same line of railway.”

The results of this enactment have been explained as follows. Sub-sect. (1) makes it clear that all the specific things there mentioned are within the cognizance and jurisdiction of the Railway and Canal Commission Court. It also facilitates the course of a complainant by making it perfectly clear that the various classes of differential Result.

treatment enumerated are *primâ facie* objectionable, and will be restrained, unless they can be justified (*i*).

Sub-sect. (2), however, enlarges the area of discussion in the consideration of a case of undue preference (*j*); and, as in making an order on a railway company to desist from a preference, the Court can make no order as to how the inequality is to be redressed, but the company may either level up the lower rate, or level down the higher one, or do both,—the result of the section is that if, on a case of undue preference being *primâ facie* established, the railway company can satisfy the Court that to level up would destroy a traffic which in the public interest ought to be secured, *and also* (*k*) that to level down would be to effect an “undue reduction,” it follows that neither the one method of redressing the inequality, nor the other, nor a combination of the two, ought to be adopted, and therefore the order ought not to be made. In other words, the state of things which creates the preference has been justified, and the preference ceases to be “undue” within the meaning of the legislation (*l*).

Public  
interest.

The question as to what constitutes the “public interest” must always be a difficult one. The Court, in the case referred to, took a somewhat uncertain view, but in a later case (*m*) correcting their previous decision, held that the public intended is the public of the locality or district affected, and that any considerable slice of the population in general, as opposed to an individual or association of individuals, would satisfy the definition.

In a case before the passing of the Act of 1888 before the old Railway Commissioners, the question of the interest

(*i*) *Liverpool Corn Trade Association v. L. & N. W. Ry. Co.*, (1891) 1 Q. B. 120, 130.

(*j*) *Ibid.* pp. 130, 138; 7 B. & Mac. 125.

(*k*) Notice the word is *and*, not *or*.

(*l*) *Liverpool Corn Trade Association v. L. & N. W. Ry. Co.*, (1891) 1 Q. B. 131; 7 B. & Mac. 134.

(*m*) *Liverpool Corn Trade Association v. G. W. Ry. Co.*, 8 Times L. R. 519.

of the public was raised and considered; the complaint was that the railway company, after having removed their coal depôt from Oldham Station to a station further away from Manchester at Miles Plating, still continued to carry coal for the Corporation of Manchester to Oldham Station for use in the gasworks, but refused to do so for the applicants and other traders. The Commissioners held that the railway company had, under the circumstances, reasonable grounds for separating their coal and general goods traffic, and that the exception in favour of the corporation, being made in the interests of the public, who were benefited by having the coal supplied for lighting Manchester carried to a station near the gasworks, constituted no undue preference in their favour, by which the applicant or other coal dealers would be prejudiced (*n*).

And in another case where, for a fixed charge, a railway company undertook all services incidental to the transit of traffic coming from abroad, including Custom House agency, and allowed their servants to do the clearing at the Custom House, though the Custom House agents were thereby deprived of earning a commission in respect of the goods so carried, the Commissioners considered that the arrangement was made in the public interest, and refused to interfere (*o*).

Sect. 28 (*p*) enacts: "The provisions of sect. 2 of the Railway and Canal Traffic Act, 1854, and of sect. 14 of the Regulation of Railways Act, 1873 (*q*), and of any enactments amending and extending those enactments, shall apply to traffic by sea in any vessels belonging to or chartered or worked by any railway company, or in which any railway company procures merchandise to be carried, in the same manner and to the like extent as they apply to the land traffic of a railway company."

Extension to  
goods carried  
by sea.

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(*n*) *Lees v. Lanc. & York. Ry. Co.*, 1 N. & Mac. 352.

(*o*) *Greenop v. S. E. Ry. Co.*, 2 N. & Mac. 319.

(*p*) Act of 1888 (51 & 52 Vict. c. 25).

(*q*) *I.e.*, provisions as to the keeping of rate books at stations, p. 84.

## Group rates.

Sect. 29 of the same Act has an important bearing on questions of undue preference, and somewhat enlarged the powers of railway companies, as it permits railway companies to charge group rates. It provides:—

Sub-sect. (1.) “Notwithstanding any provision in any general or special Act, it shall be lawful for any railway company, for the purpose of fixing the rates to be charged for the carriage of merchandise to and from any place on their railway, to group together any number of places in the same district, situated at various distances from any point of destination or departure of merchandise, and to charge a uniform rate or uniform rates of carriage for merchandise to and from all places comprised in the group from and to any point of destination or departure.”

Sub-sect. (2.) “Provided that the distances shall not be unreasonable, and that the group rates charged and the places grouped together shall not be such as to create an undue preference.”

Sub-sect. (3.) “Where any group rate exists or is proposed, and in any case where there is a doubt whether any rates charged or proposed to be charged by a railway company may not be a contravention of section two of the Railway and Canal Traffic Act, 1854, and any Acts amending the same, the railway company may, upon giving notice in the prescribed manner, apply to the Commissioners, and the Commissioners may, after hearing the parties interested and any of the authorities mentioned in section seven of this Act, determine whether such group rate or any rate charged or proposed to be charged as aforesaid does or does not create an undue preference. Any persons aggrieved, and any of the authorities mentioned in section seven of this Act, may, at any time after the making of any order under this section, apply to the Commissioners to vary or rescind the order, and the Commissioners, after hearing all parties who are interested, may make an order accordingly.”

The effect of this section is practically to extend the

discretion of railway companies, and to some extent to limit the enactments against undue preference in cases where the section is applicable. If the rates could be justified on the ground that they did not create an undue preference without grouping, this section would be inoperative; and so where there is a group rate which is justified on the commercial grounds of convenience, the measure of undue preference must be different from that where no such rate exists; and whenever there is a grouping which can be justified on the general ground of convenience, a more liberal allowance must be made to the companies in dealing with rates than would be permitted except for the grouping (*p*).

Effect of  
statute.

But still, if it be shown that a number of places are grouped together with respect to goods coming in one direction only, while there is no group rate applicable to goods coming in the opposite direction, so that the trader, situate at the farthest point of the places grouped together, who benefits most by the group rate, also benefits most from the rates on traffic coming or going in the opposite direction, and in fact the advantages are all in one direction, that will tend to show that the grouping between the extreme places is excessive, and to induce the Court to confine the section within moderate limits (*p*). Prior to the passing of the Act of 1888, however, it had been decided that a system of grouping was carried too far where the same rate was charged to all the collieries working the same bed of coal, where the coal field extended for twenty miles and covered an area in which the pits might be that distance apart (*q*).

In a recent case the grouping of two places, A. and B., one of which was situate 11 miles nearer to the usual market than the other, was held reasonable, it appearing

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(*p*) *North Lonsdale Iron Co. v. Furness Ry. Co.*, 64 L. T. N. S. 122, 126; 7 B. & Mac. 146, 152.

(*q*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 3 N. & Mac. 426.



that the distance of both A. and B. from the market was about equal by a competitive line of railway (*r*).

The section itself, however, shows that the ultimate test to be applied in order to ascertain whether the group rate is allowable or not, is whether it does in fact constitute an unreasonable preference of certain persons over others.

It is proposed, therefore, to trace shortly the grounds on which a preference has been held undue, and those on which it has been held to be justified.

Limits of  
undue pre-  
ference.

In the first place, then, the undue preference to call for the interference of the Railway and Canal Commission must arise in the "receiving, forwarding, or delivery of traffic," and must also be done by the delinquent company in their capacity of a railway or canal company (*s*). So where a railway company owned docks, the Commission were held to have no jurisdiction to entertain a complaint that the company were charging preferential dock dues (*t*).

And so where a railway company were proprietors of the Grimsby Old Dock and the Grimsby New Dock, and were authorized and required to maintain the old dock and the approach thereto of a given depth, but neglected to do so, and the dock got silted up so that vessels could not get to the wharves, and it was suggested that the object of the company was to discourage traffic to the old dock and divert it to the new one, it was held that the failure by the railway company to perform their duty was not subject for redress under the Traffic Act of 1854 (*u*).

Undue pre-  
ference off the  
railway.

On the other hand, the act of undue preference need not be done on the railway itself. Thus an injunction will be

892, 2 Q.B. 229

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(*r*) *Pickering Phipps v. L. & N. W. Ry. Co.*, 8 Times L. R. 419; the distance is so stated in the report of Lord Herschell's judgment, but from the early part of the report it would appear to be 9 miles.

(*s*) *East and West India Dock Co. v. Shaw & Co.*, 39 Ch. D. 524; *West v. L. & N. W. Ry. Co.*, L. R. 5 C. P. 622; *Baxendale v. L. & S. W. Ry. Co.*, L. R. 1 Ex. 137.

(*t*) *East and West India Dock Co. v. Shaw & Co.*, 39 Ch. D. 524.

(*u*) *Bennet v. M. S. & L. Ry. Co.*, 6 C. B. N. S. 707; 1 N. & Mac. 288.

issued against a railway company if it prefer itself as a carrier by road, after the transport by railway has come to an end, over other carriers by road (*v*), or if the railway company prefer its own agents to other carriers (*w*), or so act as to give its agents an undue advantage over other carriers (*x*). In a recent case, Wills, J., thus stated the question, "If a railway company have completed the contract they have entered into with their customer without default, anything which may happen by the action of anyone else is not a matter for which they are liable; but as long as their contract with their customer remains, they must take care that in the performance of that contract, so far at least as they can prevent it, the customer does not suffer from any undue preference; and it is no answer to say that 'the reason why the undue preference is given is some private arrangement between us and our agents,' or anyone else, nor is it material to inquire how the unequal charges came to be made if they have been made in fact" (*y*).

In this case the Court held that where goods were handed to a railway company, addressed to A. B. at Shanklin, "per Ford," it was quite clear that both parties understood such an address to be a direction to carry to Ford at the place named, and that their duty was discharged on delivery to Ford, and that they had nothing to do with any further delivery, nor any right to deliver to the ultimate consignee direct, either themselves or by their agents.

It is obvious that some kinds of traffic may be more Allowances.  
easily worked than other traffic, whether by reason of the

(*v*) *Baxendale v. G. W. Ry. Co. (Reading Case)*, 1 N. & Mac. 202: 5 C. B. N. S. 336; *Garton v. Bristol and Exeter Ry. Co.*, 6 C. B. N. S. 639; 1 N. & Mac. 218.

(*w*) *Baxendale v. North Devon Ry. Co.*, 1 N. & Mac. 180; 3 C. B. N. S. 324.

(*x*) *Ford v. L. & S. W. Ry. Co.*, 63 L. T. N. S. 841; 7 B. & Mac. 111.

(*y*) *Ibid.*

gradients over which it has to pass, the quantity or regularity of the traffic, or the like; and if a railway company in making its charges against two kinds of traffic make an allowance in favour of that which is most easily worked, so long as that allowance does not exceed the difference in cost to the railway company in working the two kinds of traffic, that will not be considered an undue preference (z).

Equal mileage rates.

In the comparison of rates the distance must always be the main element for consideration, and in any case where a railway company choose to adopt an equal mileage standard in fixing their rates, such rates should be perfectly unassailable. At the same time (as stated in the report of the Committee of 1872) there are obvious objections to it as a fixed standard (a).

And if there are any circumstances existing to show that a particular trader's traffic can be worked more cheaply than the traffic of other traders, or than that of the public, and if the rates in force do no more than make allowance for these circumstances, then those rates cannot be successfully impeached (b).

Gradients.

For instance, one line may be more expensive to work than another by reason of heavy gradients. Thus, upon a complaint that the railway company did not give the traders of Newry the benefit of the geographical position of Newry with regard to Belfast and several towns lying west and north-west of Newry, and that the railway company gave a preference to the traders of the said towns to send their goods to and from Belfast at much lower rates than to Newry, though in every instance Newry was much nearer to them than Belfast; in their answer the railway

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(z) *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 B. & Mac. 60; 4 Times, L. R. 717; *Newry Town Commrs. v. G. N. Ry. Co.*, 7 B. & Mac. 184.

(a) *Town Commrs. of Newry v. G. N. Ry. Co.*, 7 B. & Mac. 184, see per Murphy, J., 189.

(b) *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 B. & Mac. 60; *Holland v. Festiniog Ry. Co.*, 2 N. & Mac. 278.

company set up as an explanation of the undue preference of Belfast over Newry, that the line to Newry was over heavy gradients, while that to Belfast was level; but the Commission Court held that the rates (which in some cases made a difference of only a *1d.* for a distance of sixteen miles) were unfair, and granted an injunction. The railway company then made a table charging so much for the first twenty-four miles, and for the next twenty-four miles a lower rate, and added a sum from *2d.* to *4d.* when the gradient was against the load; and this charge for gradient (which was objected to by the complainants on a motion for penalties) was sanctioned, Sir F. Peel saying, "Now as to the principle of an extra charge for increase in cost of working, I do not think it has ever been considered to be an infringement of the Traffic Act, 1854, that a railway company should charge a higher rate per ton per mile for any portion of its line over which it is more expensive to work than over other portions, and, where there has been a difference of rate due to that particular cause, such a rate has never been considered to be a preferential rate" (c).

And so long distance traffic, being more cheaply worked as a rule than short distance traffic, may generally be legitimately charged a lower mileage rate (d). But if such a lower charge on long distance traffic be made, a complaint by a short distance trader is not disposed of by showing that the lower rate per ton makes the highest aggregate rate. It seems, however, that in the case of two unequal distances, where the larger gross rate yields also the larger profits, it is not necessary that these should be proportional—what is a due increase must depend in each case on the particular circumstances—and if the railway company can

Long and short distance traffic.

Largest profit on largest rate shifts onus of proof.

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(c) *Town Commrs. of Newry v. G. N. Ry. Co.*, 7 B. & Mac. 184; and cf. *Nitshill and Lesmahagow Coal Co. v. Cal. Ry. Co.*, 2 N. & Mac. 39; *Bellsdyke Coal Co. v. N. B. Ry. Co.*, 2 N. & Mac. 105. An incline toll was sanctioned in this case.

(d) *Ransome v. Eastern Counties Ry. Co.* (No. 4), 1 N. & Mac. 155; 8 O. B. N. S. 709; *Foreman v. G. E. Ry. Co.*, 2 N. & Mac. 202.

show that the larger profit arises from the larger gross rate, the burden of proof is shifted, and rests on those who impugn the rate to show that the difference in charge operates to their injury (*e*).

Through and  
local rates.

Through rates, however (*i. e.*, rates to which more than one company are parties), stand upon rather a different footing to rates charged by a railway company in respect of goods travelling over its own line only, and, in most cases, are not to be compared with local rates in considering cases of undue preference (*f*) ; there would, however, appear to be a distinction between through rates fixed by agreement between railway companies, and through rates that have come before the Railway Commissioners or the Railway and Canal Commission, and been adjudicated upon by them (*g*).

Guarantee of  
traffic.

And seeing that traffic in considerable quantity, regularly despatched, can be worked more cheaply than an intermittent traffic of uncertain character, a guarantee of constant and regular traffic will justify a rebate from the ordinary rate (*h*). So an agreement to allow reduced rates to certain traders, in consideration of a guarantee by them to send by railway such a quantity of coal in fully loaded trains as would produce to the company a gross yearly revenue of 40,000*l.*, was held a legitimate agreement (*i*) ; as was also an agreement to give a rebate of 15

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(*e*) *Broughton and Plas Power Coal Co. v. G. W. Ry. Co.*, 4 B. & Mac. 191.

(*f*) *Hull and Barnsley Ry. Co. v. York and Derby Coal and Iron Co.*, 18 Q. B. Div. 761; *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282.

(*g*) *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282, at p. 302, per Mr. Commissioner Miller.

(*h*) *Richardson v. Mid. Ry. Co.*, 4 B. & Mac. 1; *Ransome v. Eastern Counties Ry. Co.* (No. 4), 1 N. & Mac. 155; 8 C. B. N. S. 709. See *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 B. & Mac. 60; 4 Times L. R. 717; *Garton v. Bristol & Ex. Ry. Co.*, 1 N. & Mac. 218; 6 C. B. N. S. 639.

(*i*) *Nicholson v. G. W. Ry. Co.* (No. 1), 1 N. & Mac. 121; 5 C. B. N. S. 366, 435.

per cent. in consideration of a contract to send 850 tons of goods per month by the company's railway and steamers (*k*).

Thus, a trader may legitimately receive a preference from a railway company, if, by any means, he is able to reduce the cost of carriage to the company; for instance, by being able to despatch his traffic in full train loads (*l*); or by being able to load a greater weight into his trucks (*m*); or by being able to make use of an improved class of rolling stock, which other traders are unable to employ (*n*); or by reason of his being situate at a large town, where the railway company, on delivering his trucks, are certain of a "back load," whilst in other places the traffic is so small that the trucks have to be returned empty (*o*).

But it is not for the public interest that one railway company should be able, by differential rates, to diminish the accommodation and availability of the railway of another company, and to limit the freedom of consignors and consignees to use either as they please, or oblige them in their use of a competitive railway, to use it upon the terms of paying higher rates to the company than are paid by persons using the same railway (*p*). And so an agreement to give a rebate or reduced rate in consideration for the trader undertaking to send a certain percentage of his traffic (*q*), or all his traffic (*r*), by the company's railway

Agreement  
only to use  
one railway.

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(*k*) *Greenop v. S. E. Ry. Co.*, 2 N. & Mac. 319.

(*l*) *Ransome v. Eastern Counties Ry. Co.* (No. 2), 1 N. & Mac. 109; *Ibid.* (No. 4), 1 N. & Mac. 155; *Richardson v. Mid. Ry. Co.*, 4 B. & Mac. 1; *Nicholson v. G. W. Ry. Co.*, 1 N. & Mac. 121.

(*m*) *Girardot, Flinn & Co. v. Mid. Ry. Co.*, 4 B. & Mac. 291.

(*n*) *Holland v. Festiniog Ry. Co.*, 2 N. & Mac. 278.

(*o*) *Girardot, Flinn & Co. v. Mid. Ry. Co.*, *supra*.

(*p*) *Harris v. Cockermouth Ry. Co.*, 1 N. & Mac. 97; 3 C. B. N. S. 693; *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 B. & Mac. 60, at p. 64.

(*q*) *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 B. & Mac. 60; *Garton v. Bristol & Ex. Ry. Co.*, 1 N. & Mac. 218; *Baxendale v. G. W. Ry. Co.*, 1 N. & Mac. 191.

(*r*) *Diphwys Casson Slate Co. v. Festiniog Ry. Co.*, 2 N. & Mac. 73; *Holland v. Festiniog Ry. Co.*, 2 N. & Mac. 278.

is unfair, even though the agreement be offered to all traders alike, for what may be fair for one trader may be unreasonable in regard to another (s).

Preference to  
obtain traffic.

And so a railway company will not be allowed to give a preference to a trader in order to secure traffic which they otherwise would lose; as where a railway company, in order to secure the traffic of a trader which would otherwise travel by another line, perform services, such as cartage, gratuitously (t), or allow him a rebate not allowed to others, they are guilty of an undue preference (u).

Everyone has a right to the natural advantages which have been acquired by the proximity of his land to a railway, and a railway company is not justified in depriving him of it, by allowing to another not so favourably situate the expense which he may have incurred in connecting his place with the railway, in the reduced charge at which the company carry his goods on their railway (v).

Competition  
may be  
considered.

At the same time, where a railway company are charged with showing an undue preference to one trader as compared with another situate at another place on the line, the Commission Court are entitled to take into consideration the commercial necessity of competition with a rival line of railway to which the railway company are subject. This was decided in the recent case of *Pickering Phipps v. L. & N. W. Ry. Co.* (w), where Lord Herschell, in giving judgment in the Court of Appeal, referring to the contention that a trader was entitled absolutely to the advantage of his geographical position, said, that he could not see why the position of a trader where he had the advantage

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(s) *Diphwys Casson Slate Co. v. Festiniog Ry. Co.*, 2 N. & Mac. 73, p. 79; *Rhymney Iron Co. v. Rhymney Ry. Co.*, 6 N. & Mac. 60.

(t) *Evershed v. L. & N. W. Ry. Co.*, 3 App. Cas. 1029; 3 Q. B. Div. 135; 2 Q. B. D. 254.

(u) *Bell v. Mid. Ry. Co.*, 2 N. & Mac. 185; *Harris v. Cockermouth & Workington Ry. Co.*, 3 C. B. N. S. 693; 1 N. & Mac. 97.

(v) *Harris v. Cockermouth & Workington Ry. Co.*, per Williams, J., 1 N. & Mac. 105.

(w) 8 Times L. R. 419. , 1892, 2 Q.B. 229

of competing routes should not equally be taken into account, or that proximity to the market was the only matter to be considered between two traders. If the existence of the competing route was to be excluded altogether, the result would be to deprive the trader who had the advantage of the competition of some of the advantages of his position.

As a railway company may not prefer one trader to another, so they are not allowed to prefer themselves or their own traffic, when acting as carriers off their line, to any other trader or carrier. In one case (*x*), the company, who had carried goods at 3*s.* 6*d.* a ton while the carrier had charged 4*s.* 10*d.* for delivery, raised the price for carriage to 8*s.* 4*d.*, and offered to collect and deliver gratis; and this was considered an undue preference by the company of themselves. And in another (*y*), a railway company, who had receiving houses in various parts of London shut their gates and refused to admit the vans of other carriers after 6.30 p.m., while the company's own vans were admitted up to a much later hour, and the goods forwarded by the night trains; and this was an undue preference of themselves; as was also a case where a company who had been in the habit of delivering goods at an inclusive rate, allowing a rebate to such persons as fetched the goods from the station themselves, suddenly put a stop to these rebates, with a view of excluding other carriers from competing with them in delivering goods (*z*).

And if a railway company have in fact given an undue preference to themselves when acting as carriers off their railway, in competition with other carriers, in the collection and delivery of parcels, the question whether they

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(*x*) *Baxendale v. G. W. Ry. Co. (Reading Case)*, 1 N. & Mac. 202; 5 C. B. N. S. 336.

(*y*) *Palmer v. L. B. & S. C. Ry. Co.*, L. R. 6 C. P. 194.

(*z*) *Garton v. G. W. Ry. Co.*, 1 N. & Mac. 218; 5 C. B. N. S. 669.



have or have not made a profit by so doing is quite immaterial (a).

Preference of agent.

Neither may a railway company make a preference in favour of their own agents, or of any particular carrier, even though the preference has been made in consequence of arrangements with another company (b). So a railway company may not make a higher charge when goods are delivered by one carrier than they do when they are delivered by others (c). And if they accept parcels for conveyance to a place beyond the terminus of their railway addressed "per Ford & Co.," or addressed to a particular carrier at their terminus, they must not disregard such address, and if they deliver the goods to the ultimate consignee by their agent or by another carrier, it amounts to an undue preference of their agent, or of the other carrier (d).

Cost of cartage.

And if a railway company refuse to receive goods from the public after 5.15 p.m., but receive them from their agent up to 8 p.m., such conduct is an undue preference of their agent (e). And if they allow a rebate or fee to one carrier they must do so equally to all (f). But if the rebate or fee be allowed equally to all, to the company's agents as well as independent carriers, there is no case of undue preference, and the Court will not go into the question of cost of collection and delivery (g); but if the

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(a) *Baxendale v. G. W. Ry. Co.*, 1 N. & Mac. 213; 5 C. B. N. S. 356.

(b) *Baxendale v. North Devon Ry. Co.*, 1 N. & Mac. 180; 3 C. B. N. S. 324.

(c) *Ibid.*; *Ford v. L. & S. W. Ry. Co.*, 7 N. & Mac. 111.

(d) *Ford v. L. & S. W. Ry. Co.*, 7 N. & Mac. 111; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306; *Fishbourne v. G. S. & W. Ry. Co.*, 2 N. & Mac. 224.

(e) *Garton v. Bristol & Ex. Ry. Co.*, 1 N. & Mac. 218; 6 C. B. N. S. 639; *Baxendale v. L. & S. W. Ry. Co.*, 1 N. & Mac. 231; 12 C. B. N. S. 758.

(f) *Fishbourne v. M. G. W. Ry. Co.*, 2 Rep. Ry. Com. 3.

(g) *Robertson v. G. S. & W. Ry. Co.*, 2 N. & Mac. 374; *Robertson v. M. G. W. Ry. Co.*, *Ibid.* 409.

company themselves act as carriers for collection and delivery, the rebate allowed to an independent carrier for those services must not be less than the cartage portion of the gross rate, or less than the cost of carting, so as to unduly prejudice the independent carrier in competing with the company (*h*).

It seems that the obligation imposed on railway companies to treat all their customers equally is coterminous with the contract to carry, and lasts until the contract to carry is performed. This was discussed in *Ford v. L. & S. W. Ry. Co.* (*i*). In that case the railway company accepted in London parcels addressed to various places in the Isle of Wight, "per Ford & Co." The railway company's line stopped at Gosport, where the parcels were placed on ships belonging to Messrs. Chaplin, who carried them to the Isle of Wight, and there acts of undue preference were committed. The applicants had not made Chaplin & Co. joint respondents with the railway company, as it seems they might have done under sect. 28 of the Act of 1888 (*k*); and the question was whether the railway company alone were liable.

How long  
obligation of  
equal treat-  
ment lasts.

Wills, J., there said (*l*): "In my opinion if the railway company have once completed their contract with the customer without default, anything which may thereafter take place by reason of the action of Chaplin & Co., or anybody else, is not a matter for which they are liable either in a civil action or on a complaint of undue preference; but as long as their contract of carriage with the customer remains, I think they must take care that in the performance of that contract, so far, at least, as they can prevent it, the customer does not suffer from any undue

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(*h*) *Goddard v. L. & S. W. Ry. Co.*, 1 N. & Mac. 308; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306.

(*i*) 7 B. & Mac. 111.

(*k*) *Ibid.*, per Sir F. Peel, 121.

(*l*) 7 B. & Mac. p. 114.

preference; and I do not think that it is an answer to that complaint to say, 'The reason why the undue preference is given is some private arrangement between us and our agents,' or somebody else; and I do not think it is material to inquire how it was that the unequal charges came to be made (if they really have been made) in respect of services which in each case were performed throughout by the railway company."

And Mr. Commissioner Price, after referring to the contract of carriage, says (*m*): "In this particular case it is not possible for them (*i.e.*, the railway company) to fulfil that contract except through the agency of some one, and they have an agent appointed for that express purpose. Up to a certain point they are independent of his services, but at and from a certain point his services begin, and it seems to me from the moment they are called into requisition, as long as he has anything to do with the matter, till the contract is performed, he is their agent. Therefore, it seems to me, from the moment when Chaplin is called in to perform part of the contract, we must regard him, whatever else he might be, as their agent. Chaplin may be an independent trader as well, but for all purposes he is certainly in the first instance their agent, and it seems to me, therefore, the company are fairly made liable for Chaplin's acts."

Whether  
company  
bound by  
general  
orders.

The question how far a railway company is bound by a general order to deliver goods arriving at their station to a particular carrier is one of some difficulty; and opposite opinions have been expressed and adhered to on this point in the Scotch Courts on the one hand, and the English and Irish Courts on the other.

Address to  
carrier.

There is no doubt that when a parcel addressed to an ultimate consignee to the care of a particular carrier (*n*) is

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(*m*) 7 B. & Mac. 123.

(*n*) *E. g.*, if the parcel be addressed—

Messrs. J. Brown & Co.

205, Blank Street, Glasgow.

care of Pickford & Co.

delivered to and accepted by a railway company for carriage, the railway company impliedly contract to deliver the parcel to the carrier to whom it is addressed at their terminus (o).

Also, it is clear that a railway company cannot force a person against his will to employ them to cart by road in addition to the service of conveyance by railway, and that a consignee has the right if he pleases to receive his goods at the station, and to relieve the carrier from any further duty in that case. And if the consignee, expecting a particular consignment, sends a special order directing the particular consignment to be delivered to the bearer at the station, instead of at his own house, the railway company would be bound to deliver it to the person producing the order (p). Order as to specific goods.

But with regard to a general order, such for instance as where a consignee gives to the railway company an order such as "Please deliver to Mr. Parkinson at Cirencester Station all goods consigned to me," the case is somewhat different. It has been held by the Court of Common Pleas in England (q), that the railway company were bound by such order, and if they delivered the goods themselves, or by their agent, they were liable to an injunction on the ground that they were unduly preferring themselves, or their agent, as the case might be. Wills, J., said (r): "It was urged that great difficulties might arise to the company if they were obliged to act upon these general orders, inasmuch, as they might run the risk of

(o) *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. 111; *Pickford v. Cal. Ry. Co.*, 1 N. & Mac. 252; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306, p. 310; *Fishbourne & Co. v. G. S. & W. Ry. Co.*, 2 N. & Mac. 224.

(p) *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306; *Baxendale v. G. W. Ry. Co.*, 14 C. B. N. S. 1.

(q) *Parkinson v. G. W. Ry. Co.*, L. R. 6 C. P. 544; 1 N. & Mac. 280.

(r) *Ibid.*, L. R. 6 C. P. 562.

delivering the goods to a stranger. But we cannot make any distinctions of persons in a case like the present. The company have no right to prefer themselves, or any one carrier to another. Besides, this is only complaining of the ordinary state of things."

In the Scotch Courts, however, another view has prevailed, and the Court of Session under similar circumstances has twice held (s) that a railway company were at liberty to ignore such general orders by the consignee to deliver to a particular carrier, without committing any breach of the Traffic Act of 1854. The ground upon which they rested their decision seems to have been that the railway company had entered into a contract with the consignor to deliver the articles consigned by him to the person and at the place mentioned in the address; and that the railway company were entitled to reply to such a general order by a consignee, "It is not in our power, and we cannot undertake to deal otherwise with these goods than according to their addresses, but we will deliver them according to the addresses."

The question came again before the Railway Commissioners, and, feeling the difficulty of these adverse decisions, they decided that the case before them being a Scotch case they were bound to follow the views of the Scotch Court of Session, which they did, without going into the question. It is submitted, however, that the case before the Court of Common Pleas was rightly decided, and that, although the railway company are *prima facie* liable until they have performed the whole of their contract made with the consignor, it is competent for the consignee to relieve them of a portion of this liability by a proper document in writing, signed by him, directing them to deliver at their terminus to his servant or agent. This, it seems to be

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(s) *Wannan v. Scottish Cent. Ry. Co.*, 1 N. & Mac. 237; 2 Ct. Sess. Cas. 3rd ser. 1373; *Pickford v. Cal. Ry. Co.*, 1 N. & Mac. 252; 4 Ct. Sess. Cas. 3rd ser. 755.

admitted, he can do when the document refers to particular goods (*t*); and it is difficult to understand why the consignee should not have the like power of releasing a railway company from responsibility, if he desires so to do, in respect of goods covered by a general as well as a specific description.

In cases of undue preference it has been frequently adduced as an instance of unequal treatment, and undue prejudice of the applicant by the railway company that the company have refused to allow the applicant to have a ledger account with the company, and insisted on being paid forthwith for all traffic carried by them for or on behalf of the applicant (*u*). This ground of complaint has never been favourably entertained. In making contracts, subject only to the duty of acting impartially (which is performed when the offer of a contract is made to all who wish to adopt it) a railway company ought to have as free power as any merchant (*v*). And it is obvious that some discretion must be left to a railway company in the conduct of their business, and that the company can alone decide to whom it can give credit and to whom it should be refused. Where a trader has been allowed credit by the company, and has made use of the indulgence granted him to exercise a control over the rates of charge made by the company which he would not otherwise possess, the company would be amply justified in putting an end to such conduct by refusing to allow him further credit (*w*). And, although it is possible that if a ledger

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(*t*) *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 210; *Pickford v. Cal. Ry. Co.*, 1 N. & Mac. 252; 4 Ct. Sess. Cas. 3rd ser. 755.

(*u*) *Goddard v. L. & S. W. Ry. Co.*, 1 N. & Mac. 308; *Skinningrove Iron Co. v. N. E. Ry. Co.*, 2 B. & Mac. 244; *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. 111.

(*v*) *Nicholson v. G. W. Ry. Co.* (No. 2), 1 N. & Mac. 143; 7 C. B. N. S. 755.

(*w*) *Skinningrove Iron Co. v. N. E. Ry. Co.*, 5 B. & Mac. 251; *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. p. 118.

account were wantonly or capriciously refused to one trader, when others were allowed to have it, proceedings for undue prejudice might be sustained, yet it is a matter in which a railway company are entitled to so large a measure of discretion, if honestly exercised, that a very strong case indeed would be required to support it (*x*).

Refusal to  
supply  
waggons.

And so where a merchant had refused to pay demurrage (or waggon hire) for waggons detained by him, such conduct was thought to justify a refusal by the company to supply him with more waggons, and such refusal on the part of the company was no undue prejudice of the merchant (*y*). It has also been held that a railway company were justified in refusing to provide trucks or carry coal for any but colliery owners (*z*), but it is submitted that this is inconsistent with the construction put upon sect. 2 of the Traffic Act, 1854, by the Court of Appeal in *Dickson v. G. N. Ry. Co.* (*a*), and must be taken to be overruled by that decision, as such a refusal would be a refusal of reasonable facilities within the meaning of the Traffic Acts.

Rival steam-  
ship compa-  
nies.

For a similar reason, where there are more than one line of steamboats plying between two ports, a railway company running to one of such ports will be justified in selecting the steamship company possessing the better boats and superior accommodation with whom to enter into a through traffic agreement. For considering the nature of through traffic and the responsibility of a railway company booking through to a distance to which they have themselves no means of carrying, and the route to which is partly by water, it is not a contravention of the Traffic Acts for the railway company to select between

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(*x*) *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. p. 117; *Goddard v. L. & S. W. Ry. Co.*, 1 N. & Mac. 308.

(*y*) *Oxlade v. N. E. Ry. Co.* (No. 1), 1 N. & Mac. 73; 1 C. B. N. S. 454; *Skinningrove Iron Co. v. N. E. Ry. Co.*, 5 B. & Mac. 244.

(*z*) *Oxlade v. N. E. Ry. Co.* (No. 2), 1 N. & Mac. 162; 15 C. B. N. S. 680.

(*a*) 18 Q. B. D. 176

different vessels as to which they will send and receive goods by, and give a preference to the one they may think best entitled to their confidence (*b*).

So a railway company, in dealing with the admission or exclusion of cabs and omnibuses to its station-yard, must be guided by considerations as to public convenience; and if no inconvenience is thereby caused to the public, a railway company may exclude certain cabs or omnibuses from its yards and admit others (*c*); but if public inconvenience is caused thereby a complaint will lie; and so where a railway company excluded one omnibus driver from their station-yard but admitted another, and it appeared that the two omnibuses ran by different routes, the Court granted relief, on the ground that by the exclusion of the one omnibus a certain section of the public were subjected to unreasonable inconvenience (*d*).

Cabs and  
omnibuses.

If a complaint of undue preference be made by a private trader or a company, it was considered, by the Commissioners under the Act of 1873, necessary, in order to sustain the complaint, that it should be shown that the complainant had suffered damage from the preference complained of (*e*), although strict proof of the damage was not required if facts were shown to point to a reasonable inference of damage (*f*). And having regard to the judgment of

Proof of  
damage.

(*b*) *Napier v. Glasgow & S. W. Ry. Co.*, 1 N. & Mac. 292; *Southsea & Isle of Wight Steam Ferry Co. v. L. & S. W. Ry. Co.*, 2 N. & Mac. 341; *Pickford v. Cal. Ry. Co.*, 1 N. & Mac. 252.

(*c*) *Beadell v. Eastern Counties Ry. Co.*, 1 N. & Mac. 56; 2 C. B. N. S. 509; *Painter v. L. B. & S. C. Ry. Co.*, 1 N. & Mac. 58; 2 C. B. N. S. 702; *Ilfracombe Public Conveyance Co. v. L. & S. W. Ry. Co.*, 1 N. & Mac. 61.

(*d*) *Marriott v. L. & S. W. Ry. Co.*, 1 N. & Mac. 47; 1 C. B. N. S. 499.

(*e*) *Skinningrove Iron Co. v. N. E. Ry. Co.*, 5 B. & Mac. 244; *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282.

(*f*) *Skinningrove Iron Co. v. N. E. Ry. Co.*, 5 B. & Mac. 259.



Wills, J., in a recent case (*h*), the same view will probably be entertained by the Railway and Canal Commission under the Traffic Act of 1888.

Who may  
complain of  
undue prefer-  
ence.

In addition to the local authorities above mentioned (*i*) who have power to prefer complaints to the Railway and Canal Commission, port or harbour authorities or dock companies are authorized by sect. 30 of the Traffic Act of 1888 to make a complaint of undue preference. The form of the section seems to show that they must prove an injury to their harbour or dock to support the complaint. It is as follows:—

Power to dock  
companies  
and harbour  
boards to  
complain of  
undue pre-  
ference.

“Any port or harbour authority or dock company which shall have reason to believe that any railway company is by its rates or otherwise placing their port, harbour, or dock, at an undue disadvantage as compared with any other port, harbour, or dock to or from which traffic is or may be carried by means of the lines of the said railway company, either alone or in conjunction with those of other railway companies, may make complaint thereof to the Commissioners, who shall have the like jurisdiction to hear and determine the subject-matter of such complaint as they have to hear and determine a complaint of a contravention of section two of the Railway and Canal Traffic Act, 1854, as amended by subsequent Acts.”

Decisions  
summarised.

The following is a brief summary of the cases that have been held to constitute a preference requiring justification by the railway company:—

Lower charges for the same or similar services to one trader than the company are charging to others (*k*).

Carrying goods of the same kind for unequal distances at the same gross charge (*l*).

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(*h*) *Liverpool Corn Traders' Assn. v. L. & N. W. Ry. Co.*, 7 B. & Mac. 125, p. 129; (1891) 1 Q. B. 120, p. 126.

(*i*) See p. 9.

(*k*) Act of 1888 (51 & 52 Vict. c. 25), s. 27, sub-s. 1.

(*l*) *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 3 N. & Mac. 426, 441; *North Lonsdale Iron Co. v. Furness Ry. Co.*, 64 L. T.

A higher charge made for a shorter than for a longer distance (*m*).

Where the charges for the longer distance, though actually more, are not so to an amount to cover the cost of the extra service (*n*). It is, however, reasonable to charge a less rate per mile for a long than a short distance (*o*), and where the greatest profit to the company arises from the long distance rate it seems that the onus of proving an undue preference is shifted on to those impeaching the rate (*p*).

The refusal to allow a trader to use an existing private siding while the same facility is allowed to other traders (*q*).

The performance of services (such as cartage) gratuitously for certain traders, while the company charge for them when rendered to others (*r*).

Allowing rebates in respect of loading, unloading, and haulage to brewers, whilst a similar allowance is not made to other traders, timber merchants (*s*).

Allowing rebate to trader who has constructed a siding for his own traffic, but for which rebate the railway company receive no *quid pro quo* (*t*).

N. S. 122; *Skinningrove Iron Co. v. N. E. Ry. Co.*, 5 B. & Mac. 244.

(*m*) *Broughton & Plas Power Coal Co. v. G. W. Ry. Co.*, 4 B. & Mac. 191.

(*n*) *Budd v. L. & N. W. Ry. Co.*, 36 L. T. N. S. 802; 25 W. R. 752; *Liverpool Corn Assn. v. L. & N. W. Ry. Co.*, (1891) 1 Q. B. 130.

(*o*) *North Lonsdale Iron Co. v. Furness Ry. Co.*, 64 L. T. N. S. 122; *Broughton & Plas Power Coal Co. v. G. W. Ry. Co.*, 4 B. & Mac. 191; *Denaby Main Colliery Co. v. M. S. & L. Ry. Co.*, 4 B. & Mac. 28.

(*p*) *Ransome v. Eastern Counties Ry. Co.*, 8 C. B. N. S. 709; 1 N. & Mac. 155; *Richardson v. Mid. Ry. Co.*, 4 B. & Mac. 1.

(*q*) *Beeston Brewery Co. v. Mid. Ry. Co.*, 5 B. & Mac. 53, 60.

(*r*) *Evershed v. L. & N. W. Ry. Co.*, 3 App. Cas. 1029; *Thompson v. L. & N. W. Ry. Co.*, 2 N. & Mac. 115.

(*s*) *Bell v. Mid. Ry. Co.*, 2 N. & Mac. 185.

(*t*) *Pickering Phipps v. L. & N. W. Ry. Co.*, 8 Times L. R. 419.

Where a company charge cartage rates and refuse to allow a rebate to a trader who does his cartage himself (*t*).

Different and unequal treatment of the same classes of traders at different towns (*u*), and higher rates for grain to one town than another (*v*).

A rebate in respect of terminal services allowed at one town and not allowed at another, the services not being performed by the company in either case (*x*).

Where a company have not adhered to their published tariff, but made unfair variations from it in their charges to different traders (*y*).

Where two different articles compete with each other in the same market, a considerable difference in the rates of carriage amounts to an undue preference (*z*).

Whether a company who possess land near their station commit an undue preference by granting a monopoly of it to a particular trader appears to have been thought doubtful (*a*), but it is submitted that it would not be an undue preference with which the Court could deal (*b*).

A lower charge for goods consigned or to be delivered through the railway company's agents than for those consigned or to be delivered through a private carrier (*c*).

(*t*) *Colman v. G. E. Ry. Co.*, 8 Rep. Ry. Com. 8.

(*u*) *Richardson v. Mid. Ry. Co.*, 4 B. & Mac. 1; *Ransome v. Eastern Counties Ry. Co.*, 1 N. & Mac. 63; 1 C. B. N. S. 437.

(*v*) *Girardot, Flinn & Co. v. Mid. Ry. Co.*, 4 B. & Mac. 291; *Newry Town Commissioners v. G. N. Ry. Co.*, 7 B. & Mac. 184.

(*x*) *Thorpe v. Mid. Ry. Co.*, 11 Rep. Ry. Com. 1.

(*y*) *Foreman v. G. E. Ry. Co.*, 2 N. & Mac. 202.

(*z*) *Nitshill & Lesmahagow Coal Co. v. Cal. Ry. Co.*, 2 N. & Mac. 39; and cf. *Aberdeen Commercial Co. v. G. North of Scotland Ry. Co.*, 3 N. & Mac. 205.

(*a*) *West v. L. & N. W. Ry. Co.*, L. R. 5 C. P. 622.

(*b*) See *Locke v. N. E. Ry. Co.*, 3 N. & Mac. 44.

(*c*) *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. 111; 63 L. T. N. S.

For a company so to manipulate its rates as to give itself a preference as a carrier by road over private carriers (*d*).

By refusing to deliver goods according to instructions to a private carrier at the company's terminus. It has been decided in England and Ireland that a railway company is bound by general instructions to deliver goods properly consigned to a private carrier at its terminus (*e*). In Scotland, on the other hand, it has been held that a railway company is only bound to deliver specified goods to a private carrier, so that the instructions have to be given with or notified on each consignment (*f*). The Scotch cases on this point are not reconcilable with those decided in England and Ireland, and until the question has been carried higher it is presumed that the Commission Court will be bound by the decision of the Courts of the country in which they happen to be sitting (*g*).

If a company require persons bringing goods to them to sign certain conditions, but permit their agents to receive goods for conveyance without requiring the consignors to sign the conditions (*h*).

Where a company charge cartage rates and refuse to allow a rebate in cases where they do not perform the cartage (*i*).

841; *Baxendale v. North Devon Ry. Co.*, 3 C. B. N. S. 324; 1 N. & Mac. 180.

(*d*) *Baxendale v. G. W. Ry. Co. (Reading Case)*, 5 C. B. N. S. 336.

(*e*) *In re Parkinson and G. W. Ry. Co.*, L. R. 6 C. P. 554; *Fishbourne v. G. S. & W. Ry. Co. (Ireland)*, 2 N. & Mac. 224; and cf. *Ford v. L. & S. W. Ry. Co.*, 63 L. T. N. S. 841; 7 B. & Mac. 111.

(*f*) *Wannan v. Scottish Central Ry. Co.*, 1 N. & Mac. 237; *Pickford v. Cal. Ry. Co.*, 1 N. & Mac. 252; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306.

(*g*) See *Menzies v. Cal. Ry. Co.*, *ubi supra*; and *Macfarlane v. N. B. Ry. Co.*, 4 B. & Mac. 206.

(*h*) *Baxendale v. Bristol & Ex. Ry. Co.*, 1 N. & Mac. 229; 11 C. B. N. S. 787.

(*i*) *Garton v. Bristol & Ex. Ry. Co.*, 1 N. & Mac. 218; 6 C. B. N.

And where a rebate is allowed by the railway company off the gross cartage rate in respect of cartage not performed by the company, it must not be less than the cost of cartage (*k*); but the Court will not go into the cost of cartage unless a preference be shown to exist (*l*).

The fixing an arbitrary limit to a rate either in weight or size of packages may, when it operates prejudicially to a certain class of traders, become an undue preference (*m*).

Where a company possesses two or more alternative routes between two points, it is an undue preference to prefer one to the other by unduly reducing the rates by the one they prefer, as compared with those by the other or others (*n*).

—by making a great difference in the accommodation by the different routes (*o*).

—by subjecting the traffic on any routes it does not prefer to disadvantage and delay (*p*).

But if the company are carrying traffic by the most convenient of two routes, and a change of route would have no effect on the rate, they will not be compelled to carry by an alternative, and less convenient route (*q*).

S. 639; *Baxendale v. G. W. Ry. Co.*, 14 C. B. N. S. 1; *Colman v. G. E. Ry. Co.*, 8 Rep. Ry. Com. 8.

(*k*) *Goddard v. L. & S. W. Ry. Co.*, 1 N. & Mac. 308; *Menzies v. Cal. Ry. Co.*, 5 B. & Mac. 306.

(*l*) *Robertson v. G. S. & W. Ry. Co.*, 2 N. & Mac. 374; *Robertson v. M. G. W. Ry. Co.*, 2 N. & Mac. 409.

(*m*) *Woodyer v. G. E. Ry. Co.*, 2 N. & Mac. 102; *Richardson v. Mid. Ry. Co.*, 4 B. & Mac. 1.

(*n*) *City of Dublin Steam Packet Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 10; *Ayr Harbour Trustees v. Glasgow & S. W. Ry. Co.*, 4 B. & Mac. 90.

(*o*) *Ayrshire & Wigtonshire Ry. Co. v. Glasgow & S. W. Ry. Co.*, 14 Rep. Ry. Com. 29.

(*p*) *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282.

(*q*) *Donald v. N. E. Ry. Co.*, 6 B. & Mac. 53.

## CHAPTER V.

## THROUGH RATES AND THROUGH ROUTES.

THE third part of the 2nd section of the Traffic Act of 1854 provides:—"And every railway company and canal company and railway and canal company having or working railways or canals which form part of a continuous line of railway or canal or railway and canal communication, or which have the terminus, station, or wharf of the one near (*a*) the terminus, station, or wharf of the other, shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways or canals by the other without any unreasonable delay, and without any such preference or advantage, or prejudice or disadvantage as aforesaid, and so that no obstruction may be offered to the public desirous of using such railways or canals, or railways and canals as a continuous line of communication, and so that all reasonable accommodation may, by means of the railways and canals of the several companies, be at all times afforded to the public in that behalf."

The Act of 1873, by a section (*b*) now repealed, gave the Railway Commissioners power to sanction a through rate upon the application of any railway company party to the same. This power has now been extended and the power of proposing a through rate or through route has now been conferred on any person interested in the traffic in respect of which it is proposed as well as on the railway companies. Sect. 25 of the Act of 1888, after reciting the

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(*a*) *I.e.*, not more than one mile apart: 17 & 18 Vict. c. 31, s. 1.

(*b*) 36 & 37 Vict. c. 46, s. 12, repealed 51 & 52 Vict. c. 25, s. 59.

2nd section of the Act of 1854 and that it was desirable to explain and amend the same, proceeds as follows:—

51 & 52 Vict.  
c. 25, s. 25.

“Subject as hereinafter mentioned, the said facilities to be so afforded are hereby declared to and shall include the due and reasonable receiving, forwarding, and delivering by every railway company and canal company and railway and canal company, at the request of any other such company, of through traffic to and from the railway or canal of any other such company at through rates, tolls, or fares (in this Act referred to as through rates); and also the due and reasonable receiving, forwarding, and delivering by every railway company and canal company and railway and canal company, at the request of any person interested in through traffic, of such traffic at through rates: Provided that no application shall be made to the Commissioners by such person until he has made a complaint to the Board of Trade under the provisions of this Act as to complaints to the Board of Trade of unreasonable charges, and the Board of Trade have heard the complaint in the manner herein provided.

“Provided as follows:—

“(1.) The company or person requiring the traffic to be forwarded shall give written notice of the proposed through rate to each forwarding company, stating both its amount and the route by which the traffic is proposed to be forwarded; and when a company gives such notice it shall also state the apportionment of the through rate. The proposed through rate may be per truck or per ton:

“(2.) Each forwarding company shall, within ten days, or such longer period as the Commissioners may from time to time by general order prescribe, after the receipt of such notice, by written notice inform the company or persons requiring the traffic to be forwarded, whether they agree to the rate and route; and if they object to either, the grounds of the objection:

- “(3.) If at the expiration of the prescribed period no such objection has been sent by any forwarding company, the rate shall come into operation at such expiration :
- “(4.) If an objection to the rate or route has been sent within the prescribed period, the matter shall be referred to the Commissioners for their decision :
- “(5.) If an objection be made to the granting of the rate or to the route, the Commissioners shall consider whether the granting of a rate is a due and reasonable facility in the interest of the public, and whether, having regard to the circumstances, the route proposed is a reasonable route, and shall allow or refuse the rate accordingly, or fix such other rate as may seem to the Commissioners just and reasonable :
- “(6.) Where, upon the application of a person requiring traffic to be forwarded, a through rate is agreed to by the forwarding companies, or is made by order of the Commissioners, the apportionment of such through rate, if not agreed upon between the forwarding companies, shall be determined by the Commissioners :
- “(7.) If the objection be only to the apportionment of the rate, the rate shall come into operation at the expiration of the prescribed period, but the decision of the Commissioners as to its apportionment shall be retrospective ; in any other case the operation of the rate shall be suspended until the decision is given :
- “(8.) The Commissioners, in apportioning the through rate, shall take into consideration all the circumstances of the case, including any special expense incurred in respect of the construction, maintenance, or working of the route, or any part of the route, as well as any special charges which any company may have been entitled to make in respect thereof.



“(9.) It shall not be lawful for the Commissioners in any case to compel any company to accept lower mileage rates than the mileage rates which such company may for the time being legally be charging for like traffic carried by a like mode of transit on any other line of communication between the same points of departure and arrival of the through route.

“Where a railway company or canal company use, maintain, or work, or are party to an arrangement for using, maintaining, or working steam vessels for the purpose of carrying on a communication between any towns or ports, the provisions of this section shall extend to such steam vessels and to the traffic carried thereby.

“When any company, upon written notice being given as aforesaid, refuses or neglects without reason to agree to the proposed through rates, or to the route, or to the apportionment, the Commissioners, if an order is made by them upon an application for through rates, may order the respondent company or companies to pay such costs to the applicants as they think fit.”

Sect 26 of the same Act provides:—

“Subject to the provisions in the last preceding section contained, the Commissioners shall have full power to decide that any proposed through rate is just and reasonable, notwithstanding that a less amount may be allotted to any forwarding company out of such through rate than the maximum rate such company is entitled to charge, and to allow and apportion such through rate accordingly.”

Position of  
trader.

Under the Act of 1854 a trader had a right to select what company he pleased to deliver his traffic to, and to require, without any second booking or second payment, that the traffic should be delivered at the station to which he desired that it should be sent, provided that he tendered his traffic to the company at a station where there were proper facilities for receiving it, that he named as the delivery station a station where there were proper

facilities for delivering it, and that there was a continuous route (no matter through how many companies' hands the traffic had to pass) connecting the two stations. But under that Act the sum which the trader would have had to pay for the transit of his traffic would have been ascertained by adding together the local rates of the various companies over whose line it passed (*b*).

This facility was entirely independent of the reasonableness of the route or the rate: the trader had the absolute right to require any number of companies in Great Britain to combine to form a continuous route by which his traffic might be sent at a single booking and a single payment (*c*).

Under the Traffic Act of 1888 (*d*), the trader has been given the additional facility of through rates, *i.e.*, rates for the carriage of through traffic estimated in a somewhat different manner, usually more favourable to the trader. It is important, therefore, to consider (i) who may apply for a through rate; (ii) the conditions on which a through rate will be granted; (iii) how it is to be apportioned between the companies interested in it; and (iv) the extension of the jurisdiction to traffic by sea. Effect of Act of 1888.

#### (i.) *The Proposal of a Through Rate.*

The facilities given by the Act of 1854 are to include the receiving, forwarding, and delivering by every railway company and canal company, at the request of any other such company, of through traffic at through rates (*e*).

(*b*) *G. W. Ry. Co. v. Severn & Wye Ry. Co.*, 5 B. & Mac. 170, 188.

(*c*) *Ibid.*

(*d*) Sects. 25 and 26, above mentioned. These sections are a re-enactment and extension of sects. 11 and 12 of the Act of 1873, which only permitted a railway company party to the through rate to apply.

(*e*) Act of 1888, s. 25.

Railway  
companies.

Perhaps the strongest case in favour of a through rate is made when the company which has collected the traffic applies for it, that is to say, the receiving company (*f*). The terminal or delivering company may of course also apply, but companies whose lines are situate at the end of the proposed route are not the only companies who may apply, but a company owning an intermediate portion of the route may also apply for through rates (*g*).

Moreover, a railway company whose line is worked by another company, though it possess no rolling stock of its own, may also apply (*h*); and the fact that a company's interest in obtaining the through rate is comparatively small, is no impediment to its proposing a through rate (*i*). Where, however, a railway company has altogether given over to another company the power of fixing its own rates, it will not be allowed to propose a through rate itself (*k*), until the company to whom it has given the power of fixing its rates has refused or neglected to propose a through rate (*l*).

Where a railway company desire to propose a through rate, it may do so by giving a written notice to each forwarding company specifying the rate proposed, the route to be adopted, and the manner in which it is proposed that the rate should be apportioned between the various forwarding companies, and it would also be well to

(*f*) *G. W. Ry. Co. v. Severn & Wye Ry. Co.*, 5 B. & Mac. 182.

(*g*) *Central Wales & Carmarthen Junction Ry. Co. v. G. W. Ry. Co.*, 4 B. & Mac. 110; 10 Q. B. D. 231; *Greenock & Wemyss Bay Ry. Co. v. Caledonian Ry. Co.*, 3 N. & Mac. 145; 5 Ct. Sess. Cas., 4th series, 1000.

(*h*) *G. W. Ry. Co. v. Central Wales Ry. Co.*, 10 Q. B. D. 231; 4 B. & Mac. 110; *Greenock & Wemyss Bay Ry. Co. v. Caledonian Ry. Co.*, 5 Ct. Sess. Cas. 4th series, 1000; 3 N. & Mac. 145.

(*i*) *Severn & Wye Ry. Co. v. G. W. Ry. Co.*, 5 B. & Mac. 156.

(*k*) *Central Wales, &c. Co. v. G. W. Ry. Co.*, 2 N. & Mac. 191.

(*l*) *Central Wales, &c. Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 101.

state the class of traffic in respect of which the rate is proposed.

The facility of a through rate is also to be given "at Traders. the request of any person interested in through traffic," but, before applying to the Railway and Canal Commission for a through rate, such person must previously have made a complaint to the Board of Trade, under sect. 31 of the Act of 1888 (*m*), that the railway company is subjecting him to an unfair or unreasonable rate of charge, or in some other respect treating him in an unreasonable or oppressive manner. It is to be observed that the person who is allowed to make a complaint to the Board of Trade under sect. 31 is to be a person "receiving, sending, or desiring to send goods by railway." It would seem, therefore, that the wide expression "person interested" (*n*) in through traffic, is to some extent cut down by this section, and that, in order to be able to propose a through rate, a trader must be interested in through traffic in the sense of receiving, sending, or desiring to send traffic at through rates.

The question arises whether one of the local authorities who are given power to make a complaint to the Railway and Canal Commission (*o*), have power to propose a through rate under sect. 25. These authorities are specially given power under sect. 31 to complain to the Board of Trade in any case in which they or any traders in their district are being charged unfair or unreasonable rates, but they are not expressly referred to in sect. 25. The question has not been determined, and until then must remain doubtful; but under the Act of 1873 it was held that a harbour board could not apply (*p*). Probably, however, if the local

Local authority.

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(*m*) See p. 64.

(*n*) See the interpretation put upon these words in sect. 14 of the Act of 1873, p. 87.

(*o*) Act of 1888 (51 & 52 Vict. c. 25), s. 7.

(*p*) See *Ayr Harbour Trustees v. Glasgow & S. W. Ry. Co.*, 4 B. & Mac. 81.

authority was in the habit of consigning or receiving through traffic itself, it would come within the meaning of the expression "person interested."

Course to be  
pursued by  
trader.

The course which a trader desiring a through rate should adopt, therefore, is as follows:—He should first apply to the railway company to whom he delivers his traffic, and if the through rate be refused him, or if it be fixed unduly high, he should then complain to the Board of Trade under sect. 31 of the Act of 1888. If this should fail, or if the Board of Trade are unable to induce the railway company to accept a reasonable through rate, the trader may then himself propose what he considers a reasonable through rate by giving a written notice to each forwarding company, stating the amount of the rate, and the route proposed, and also, probably, the class of traffic in respect of which the rate is proposed.

(ii.) *The Conditions on which a Through Rate will be granted.*

In order that a proposed through rate may be granted, it must be shown to be a due and reasonable facility, and in determining whether it is so or not there are four points to be considered: (1) the amount of the proposed rate; (2) the route; (3) agreements between companies; (4) whether it is a facility which ought to be granted in the interests of the public consistently with a due regard for the interests of the companies.

On the proposal of a through rate, if an objection to the rate or route has been sent within the prescribed period (ten days), the matter is to be referred to the Commissioners for their decision (q).

(1) Amount  
of rate.

The Railway and Canal Commission have power to sanction a through rate, notwithstanding that a less amount may be allotted to any forwarding company, out of such

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(q) Act of 1888 (51 & 52 Vict. c. 25), s. 25, sub-s. 4.

through rate, than the maximum rate such company is entitled to charge" (*r*); but they cannot compel any company to accept lower mileage rates than the mileage rates which such company may for the time being legally be charging for like traffic carried by a like mode of transit on any other line of communication between the same points, being the points of departure and arrival of the through route (*s*). This alternate line of communication may be an independent one (*t*); but the mileage rates by it which are made the criterion of the rates the company can be compelled to accept must be mileage rates for a line having the same termini as the through route, and must be charged in respect of traffic travelling over it for its whole length, the words "between the same points" referring as much to the traffic carried as to the line of communication (*u*).

There is no *prima facie* case for specially low charges, but the onus is upon the applicant for compulsory rates to justify a requirement that a company affected should carry for less than it would otherwise receive (*v*). Onus on applicant.

In a case under the Act of 1873, however, where a through rate had been reduced by competition, the Commissioners refused to allow the rate to be increased on the removal of the competition without some reason being shown by the railway company for doing so (*x*). Competitive rate.

A through toll may be granted without annexing to it a through rate, or *vice versa* (*y*); and a rate may be granted Through rate and toll.

(*r*) *Ibid.* s. 26.

(*s*) *Ibid.* s. 25, sub-s. 9.

(*t*) *Warwick & Birmingham Canal Navigation Co. v. Birmingham Canal Co.*, 3 N. & Mac. 113.

(*u*) *Ibid.*

(*v*) *Belfast Central Ry. Co. v. G. N. Ry. Co.*, 4 B. & Mac. 159.

(*x*) *G. N. Ir. Ry. Co. v. Belfast Central Ry. Co.*, 3 N. & Mac. 411.

(*y*) *Warwick & Birmingham Canal Co. v. Birmingham Canal Co.*, 3 N. & Mac. 113.

for traffic in owners' wagons, though there is already a through rate for traffic in company's wagons (*z*).

Power to alter proposed rate.

Formerly, when a through rate was proposed, the Commissioners might allow or reject it, but had no power to order any through rate of a different amount (*a*). The Act of 1888, however, has given them express power to allow or refuse the proposed rate, or fix such other rate as may seem to them just and reasonable (*b*).

(2) Route.

The second condition of a compulsory through rate is that the route to which it is applicable must be reasonable (*c*). At the same time, a route, to be a reasonable route, need not be the best route; it will be considered a reasonable route if it is as good as any other route; and if, although there may be quicker and cheaper routes, it is capable of maintaining competition with them, and efficient enough to be likely to be preferred for some portion of the traffic (*d*). And a route is not necessarily unreasonable because only a small quantity of traffic would be likely to pass along it, if the through rate would assist the development of the traffic, and enable the route to compete with other lines (*e*).

The method in which the traffic is likely to be worked has also an important bearing on the reasonableness of a proposed through route. But a route which would be reasonable if worked by one company, does not become unreasonable merely because it would be worked by two or more companies (*f*). Nor is it a fatal objection to a pro-

(*z*) *Newry & Armagh Ry. Co. v. G. N. Ir. Ry. Co.*, 3 N. & Mac. 28.

(*a*) *Belfast Central Ry. Co. v. G. N. Ir. Ry. Co.* (No. 3), 4 B. & Mac. 159.

(*b*) Sect. 25, sub-s. 5.

(*c*) Act of 1888 (51 & 52 Vict. c. 25), s. 25, sub-s. 5.

(*d*) *G. W. Ry. Co. v. Severn & Wye Ry. Co.*, 5 B. & Mac. 170.

(*e*) *Central Wales, &c. Ry. Co. v. L. & N. W. Ry. Co. and G. W. Ry. Co.*, 4 B. & Mac. 211.

(*f*) *Swindon & Marlborough Ry. Co. v. G. W. Ry. Co.*, 4 B. & Mac. 349.

posed route that, though shorter than a competitive route, traffic proceeding by it would have to be set down at a junction on the proposed route, to wait and be picked up by a train that had started from the point of departure and proceeded to the junction by the more circuitous competitive route (*g*).

At the same time, traffic will not be forced upon a company which they have to carry at a disadvantage, as where the company conveying the traffic in respect of which the rate was proposed would have to carry it over a considerable portion of the line of another company, over which they had running powers, subject to the terms of paying all receipts, except a margin for working expenses, to the company owning and working the line, and who were well able to accommodate the traffic (*h*). But where the proposed route is shorter than one already existing, although it is in accordance with railway practice to hand over traffic to the company that is to deliver it at the nearest convenient station, the route will not be held unreasonable merely because by it the traffic will be handed to the delivering company shortly before its arrival at its destination (*i*). The fact that the railway forming the proposed route has been constructed for other purposes than through traffic will not prevent a through rate being granted (*k*).

It seems that although a through rate may be otherwise unobjectionable, the existence of agreements between railway companies, *into which they have been authorised to enter*, may prevent a through rate being granted. This refers only (a) to so-called statutory agreements, and (b) to agreements which have been confirmed by the Board of (3) Agreements.

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(*g*) *Central Wales, &c. Ry. Co. v. L. & N. W. Ry. Co., and G. W. Ry. Co.*, 4 B. & Mac. 211.

(*h*) *Severn & Wye Ry. Co. v. G. W. Ry. Co.*, 5 B. & Mac. 156; and see *Donald v. N. E. Ry. Co.*, 6 B. & Mac. 53.

(*i*) *Caledonian Ry. Co. v. North British Ry. Co.*, 3 N. & Mac. 403.

(*k*) *Ibid.*



Trade or by the Railway and Canal Commission under sect. 10 of the Act of 1873; for it is expressly enacted that nothing in any agreement which does not come under one of these two heads is to prevent the Commissioners from making or enforcing any order with respect to facilities (*l*); nor, apparently, does this apply to canals (*m*).

So where companies have entered into agreements which are within their power to make, the Commissioners have no power (nor would they exercise it if they possessed it) to interfere with any rights acquired under such agreements (*n*). And companies acting within such agreements will not be deemed to have contravened the Traffic Acts though they send traffic by the more circuitous of two routes (*o*).

Agreements  
to be con-  
strued strictly.

Such agreements, however, when they limit competition, will be strictly construed (*p*), and the existence of an agreement between two companies will not prevent a through rate being granted over the line of one of them at the instance of a third company (*q*).

On a similar principle to that above mentioned with regard to agreements, through rates will not be granted if they interfere with statutory rights; and so where a canal company was restrained by statute from altering its rates without the consent of a railway company, it was held that there was no power to grant a through rate by the canal without the railway company's consent (*r*).

(*l*) Act of 1888 (51 & 52 Vict. c. 25), s. 11.

(*m*) *Ibid.* s. 37.

(*n*) *Met. Dist. Ry. Co. v. Met. Ry. Co.*, 5 B. & Mac. 126; *North Monkland Ry. Co. v. North British Ry. Co.*, 3 N. & Mac. 282.

(*o*) *Central Wales, &c. Ry. Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 101.

(*p*) *Mid. Ry. Co. v. G. W. Ry. Co.*, 2 N. & Mac. 88.

(*q*) *Central Wales, &c. Ry. Co. v. G. W. Ry. Co.*, 4 B. & Mac. 110.

(*r*) *Warwick & Birmingham Canal Co. v. Birmingham Canal Co.*, 5 Ex. D. 1; 3 N. & Mac. 324.

(iii.) *Apportionment of Through Rate.*

Where a through rate proposed by a trader is agreed to by the forwarding companies, but the apportionment of it is disputed (*s*), or if the objection be only to the apportionment (*t*), the rate comes into force, and the Railway and Canal Commission have to decide the apportionment, which is retrospective.

The statute enacts that in apportioning the through rate the Court is to consider "all the circumstances of the case, including any special expense incurred in the construction, maintenance or working of the route or any part of the route, as well as any special charges which any company may have been entitled to make in respect thereof" (*u*); and it must also be remembered that a company cannot be compelled to accept lower mileage rates than it is charging by another route between the same points (*v*). Where two routes exist, however, by one of which a company carries a long and by the other a short distance, the company cannot expect to receive the same *gross* amount as its proportion in respect of the short distance as it receives out of the rate for the route on which it carries the longer distance (*x*).

The general rule for apportioning a through rate is to make to each of the companies owning the stations at either end of the route an allowance for terminals, and to divide the remainder among the companies parties to the route according to mileage (*y*). Short distance clauses, however, may be taken into consideration where the

General rule.

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(*s*) Act of 1888 (51 & 52 Vict. c. 25), s. 25, sub-s. 6.

(*t*) *Ibid.* sub-s. 7.

(*u*) *Ibid.* sub-s. 8.

(*v*) *Ibid.* sub-s. 9.

(*x*) *East & West Junction Ry. Co. v. G. W. Ry. Co.*, 2 N. & Mac. 147.

(*y*) *Torbay & Brixham Ry. Co. v. S. Devon Ry. Co.*, 2 N. & Mac. 391; *Severn & Wye Ry. Co. v. G. W. Ry. Co.*, 5 B. & Mac. 156.

mileage of any one company is within them (z). And if no station exists at the point of junction of two lines where traffic can be transferred, the company may carry the traffic to the nearest station for the purpose of transference, and add the double distance thus run over to its mileage (a).

Whether the allowance for terminals is to be the same as that charged to the public, or whether some allowance is to be made when no terminals are charged to the public, would seem to depend on the circumstances of the case (b).

Special circumstances.

Where special circumstances exist to induce the Court to give a railway company a larger proportion out of the through rate than it would take under the above general rule, the Court may either apportion to the company a fixed amount out of the gross rate (c), or allow it to add some number of miles to its actual mileage (d).

#### (iv.) *Traffic by Sea.*

Through rates by steamship.

Through rates for traffic are not confined to traffic by land, for where a railway company or canal company use, maintain, or work, or are party to an arrangement for using, maintaining, or working steam vessels for the purpose of carrying on a communication between any towns or ports, the provisions of the Act as to through rates are to apply to such steam vessels and to the traffic carried thereby (e). This is a re-enactment of the same clause which was contained in sect. 12 of the Act of

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(z) *Tal-y-Llyn Ry. Co. v. Cambrian Ry. Co.*, 5 B. & Mac. 122.

(a) *Central Wales Ry. Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 101; *Salisbury & Dorset Ry. Co. v. L. & S. W. Ry. Co.*, 3 N. & Mac. 314; *Buckfastleigh Ry. Co. v. S. Devon Ry. Co.*, 1 N. & Mac. 321.

(b) *Longton, Adderley Green & Bucknell Ry. Co. v. N. Stafford Ry. Co.*, 8th Rep. Ry. Commrs. 41; *Lloyd v. Northampton & Banbury Ry. Co.*, 3 N. & Mac. 259.

(c) *Warwick & Birmingham Canal Co. v. Birmingham Canal Co.*, 3 N. & Mac. 113.

(d) *Solway Junction Ry. Co. v. Maryport Ry. Co.*, 3 N. & Mac. 264.

(e) Act of 1888 (51 & 52 Vict. c. 25), s. 25.

1873 (*f*), and under that clause the following questions have been decided:—

In order to constitute an arrangement for using, maintaining, or working steam vessels, there must be an agree- The “ar-  
ment of some sort which is binding on both the steamship rangement.”  
owners and the railway or canal company (*g*), and it must be definite; and if so loosely drawn that it is uncertain whether it be binding or not, the agreement will give no rights under this section (*h*). If, however, there be a substantial agreement, it is not material that one of the parties to it is disputing its terms (*i*). Moreover, the agreement may be a temporary one, but in that case the through rates can only be granted so as to be in force during the continuance of the agreement (*k*). An arrangement for the through booking of traffic, however, is not an agreement under which the railway company can be said to “use” the steam vessels (*l*).

The clause takes effect whenever there is an arrange- Who may  
ment with the steamship proprietors for the conveyance of apply.  
traffic to or from any port or town with which there is railway communication, provided the railway company, party to the arrangement, owns, works, or is otherwise immediately interested in some portion or other of the line of railway communication. In such cases the steam vessels become, for the purposes of “through rate” facilities, or the like, a railway, and their owners a railway company; and the sea route and railway route together

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(*f*) 36 & 37 Vict. c. 48.

(*g*) *Ayr Harbour Trustees v. Glasgow & S. W. Ry. Co.*, 4 B. & Mac. 81.

(*h*) *Caledonian Ry. Co. v. Greenock & Wemyss Bay Ry. Co.*, 4 B. & Mac. 70.

(*i*) *Ibid.*

(*k*) *Belfast Central Ry. Co. v. G. N. Ir. Ry. Co.* (No. 4), 4 B. & Mac. 379.

(*l*) *Ayr Harbour Trustees v. Glasgow & S. W. Ry. Co.*, 4 B. & Mac. 81; and cf. *Newry Nav. Co. v. G. N. Ry. Co.*, 7 B. & Mac. 176.

form one continuous line; but, as regards the land portion, the particular railway at the port of shipment is in no exceptional position, and may be unaffected by the agreement, unless and until through rates are imposed upon it, in conjunction with other companies, by an order made by the Railway Commissioners under their Acts (*m*).

From the case last referred to, it would seem that where a binding agreement exists between a railway company and a steamship company, either the steamship company, party to the agreement, or the railway company, or any other railway company on the through route, may apply for a through rate. And, of course, a trader might also do so if "interested in the through traffic," provided he has taken the preliminary steps required of him by the Act (*n*). But it seems that a rival steamship company, who are not parties to a through traffic arrangement with a railway company, have no *locus standi* to apply for a through rate on the ground of the existence of a through traffic arrangement between another steamship company and a railway company (*o*).

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(*m*) *Caledonian Ry. Co. v. Greenock & Wemyss Bay Ry. Co.*, 4 B. & Mac. 135.

(*n*) See p. 64.

(*o*) *Southsea & Isle of Wight Steam Ferry Co. v. L. & S. W. Ry. Co.*, 2 N. & Mac. 341; and cf. *Napier v. Glasgow & S. W. Ry. Co.*, 1 N. & Mac. 292.

## CHAPTER VI.

## RATES AND CHARGES AND THE DIVISION OF RATES.

THE Railway and Canal Commission have been given express jurisdiction over tolls, rates, and charges.

Sect. 10 of the Act of 1888 provides, "Where any question or dispute arises, involving the legality of any toll, rate, or charge, or portion of a toll, rate, or charge, charged or sought to be charged for merchandize traffic by a company to which this part of this Act applies, the Commissioners shall have jurisdiction to hear and determine the same, and to enforce payment of such toll, rate, or charge, or so much thereof as the Commissioners decide to be legal." Jurisdiction over tolls and rates.

In the Railways Clauses Act of 1845 the word "toll" is defined to include any rate or charge, or other payment payable under the special Act for any passenger, animal, carriage, goods, merchandize, articles, matters, or other things conveyed on the railway. This wide meaning is not, however, the ordinary meaning attached to the word "toll," and even in that Act, as in sects. 93, 94, 95, and 97, the word has been cut down to a much narrower meaning. (See pp. 84 and 97.) Distinction between tolls, rates, and charges.  
(i) Toll.

The Act of 1845 treated the railway as a highway which, upon payment of the authorized tolls, any person was to be entitled to use with his or their own engines, carriages, or trucks, subject only to proper regulations as to times of departure, arrival, speed, and the like to be made by the company (a). When this course is adopted

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(a) *Hall v. L. B. & S. C. Ry. Co.*, 15 Q. B. D. 536; 5 B. & Mac. 28.

the payment for the use of the railway only was a toll strictly so called. The tolls in this sense which a railway company may charge are fixed by the special Acts of the various companies, and are usually fixed at so much per mile. These tolls have not been affected by the provisional orders of the Board of Trade, which refer only to rates and charges.

(ii) Rates and charges.

The Act of 1845, however, by sect. 86, also permitted the railway companies "to use and employ locomotive engines or other moving power and carriages and waggon to be drawn or propelled thereby, and to carry and convey upon the railway all such passengers and goods as may be offered them for that purpose, and to make such reasonable charges in respect thereof as they may from time to time determine upon, not exceeding the *tolls* by the special Act authorized to be taken by them." The word *tolls* in this section is used in the more extended sense of the definition clause, not as a toll for the use of the highway, but remuneration receivable by the company for the carriage of the goods; and the tolls by the special Act authorized to be taken are now superseded by the maximum rates and charges authorized by the provisional order applicable to the railway.

These rates and charges now authorized consist for ordinary merchandise traffic of a mileage or conveyance rate, a charge for station terminals, where a station is used by the traffic, and a charge for service terminals, that is, loading, unloading, covering, and uncovering. A maximum amount is specified under each of these heads beyond which the company may not charge. There are also certain other services, such as collection and delivery and other matters in respect of which the company may make an additional charge when rendered to a trader at his request or for his convenience; but to ascertain the maximum amount any company may charge, reference must be made to the provisional order applicable to that company.

When railway companies carry in this manner under

sect. 86 of the Railways Clauses Act, they are common carriers, and are liable as insurers for the safety of the goods they carry, except where specially exempted from that liability by statute (b). They are, however, only bound to carry as common carriers goods which they profess to carry as such.

There is therefore a third method in which the railway may be used. Since the passing of the Traffic Act of 1854 railway companies are bound to afford reasonable facilities for traffic, and cannot, it seems, refuse to carry traffic except upon terms which are unreasonable. They are not, however, necessarily common carriers of such traffic. They may refuse to take the risks of common carriers and may carry under special contract (c). Under sect. 105 of the Railways Clauses Act, 1845, a railway company cannot be required to carry aquafortis, oil of vitriol, gunpowder, lucifer-matches, or any other goods which, in the judgment of the company, may be of a dangerous nature. But all other goods which they do not profess to carry as common carriers they may carry under special contract, that is, not as insurers. Such a special contract, however, must be just and reasonable in its terms and signed by the consignors of the traffic (d).

(iii) Carriers by special contract.

Whether the rates and charges which the railway company may exact under such special contracts can exceed the maximum rates they are authorized to charge in respect of such traffic is perhaps not altogether free from doubt. It has been decided in two cases that such rates and charges must be within the maximum (e), and probably in ordinary cases that is so. It is submitted, however,

Rates where carriage by special contract.

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(b) See as to common carriers, p. 101, and exemption from liability, p. 118.

(c) *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176, p. 184.

(d) See as to this, p. 132.

(e) *Aberdeen Commercial Co. v. Great North of Scotland Ry. Co.*, 6 Ct. Sess. Cas. 4th series, ; 3 N. & Mac. 205 ; *Chatterly Iron Co. v. N. Staffordshire Ry. Co.*, 3 N. & Mac. 238.



that as regards animals mentioned in sect. 7 of the Act of 1854, and goods mentioned in the Carriers Act, of which the value exceeds that stated in those Acts, though the company should not exceed their maximum where they decline to take the risk of insurance, yet where they insure they may charge, in addition to their authorized maximum, a reasonable sum for insurance (*f*).

Route.

A company is not bound to carry by the shortest route. And if at the junction of two lines there are no facilities for dealing with goods traffic, and the usual course is to carry the goods to a large goods station near the junction and back for the purpose of transference, they may charge the mileage rate for the distance actually carried (*g*). But if a company possess two or more routes they must not favour one more than another; and if a trader choose to consign his traffic by a particular route it must not be subjected on that account to disadvantage or delay (*h*). And if a trader consider that his traffic is not being fairly treated by the route adopted by the railway, he is at liberty to take the necessary steps for obtaining a through rate (*i*).

Special  
services.

Although a company are not entitled to charge anything over and above the sums authorized for the carriage of goods, yet they may, by previous agreement, make charges for some services, conveniences, and facilities afforded by them beyond the mere carriage of goods (*k*). The doctrine of *ultra vires* must not be pushed too far, and if the company allow the public to make use of conveniences in and about their stations, though not strictly connected

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(*f*) Cf. *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176.

(*g*) *Myers v. L. & S. W. Ry. Co.*, L. R. 5 C. P. 1; *Central Wales Ry. Co. v. L. & N. W. Ry. Co.*, 4 B. & Mac. 101; *Salisbury & Dorset Ry. Co. v. L. & S. W. Ry. Co.*, 3 N. & Mac. 314.

(*h*) *Londonderry Harbour Commissioners v. G. N. Ry. Co.*, 5 B. & Mac. 282; the alternate route must be a reasonable route: *Donald v. N. E. Ry. Co.*, 6 B. & Mac. 53.

(*i*) See p. 69.

(*k*) *Pegler v. Monmouthshire Ry. and Canal Co.*, 30 L. J. Ex. 249.

with the business of a railway company, they will be allowed to make a reasonable charge for them (*l*).

Thus, where a railway company possessing a weighing machine at one of their stations had put up a notice that 1*d.* per ton would be charged to the public for the use of the weighing machine, they were held entitled to recover that amount on the ground that the defendants, having weighed their goods on the machine after knowing of the notice, must be taken to have agreed to make the payment mentioned therein (*m*).

But this right to make charges not expressly authorized by statute or the company's Acts in respect of special services is entirely founded on agreement either express or implied. And so where a company claimed to have performed special services for a trader, but had made no agreement with him regarding them, and given him no notice that the special service would be charged for, so as to allow the trader the option of performing the services himself, the railway company having charged the trader more than they were authorized to do, were not allowed to set off these charges for special services in an action by the trader to recover the excessive charges paid by him (*n*).

Right to  
charge  
founded on  
agreement.

When a Government duty is payable by a railway company on the sums charged by it, the company may add the amount of such duty to its authorized charge (*o*); but where a statutory obligation is imposed upon a company to do certain acts, such as cleansing and disinfecting cattle trucks, the performance of the obligation is not a service rendered to an individual for which they can make a charge (*p*). Such a charge, however, is in this particular case now expressly authorised (p. 208).

Statutory  
obligation.

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(*l*) *Price v. L. & N. W. Ry. Co.*, 11 Q. B. D. 485.

(*m*) *Ibid.*

(*n*) *Lanc. & York. Ry. Co. v. Gidlow* (No. 1), 42 L. J. Ex. 129; and see S. C. (No. 2), L. R. 7 H. L. 517, p. 522.

(*o*) *Brown v. G. W. Ry. Co.*, 9 Q. B. Div. 744.

(*p*) *Cox v. G. E. Ry. Co.*, L. R. 4 C. P. 181.

Tolls and  
milestones.

It may be well to mention here that sects. 93 to 95 of the Railways Clauses Act, 1845, requiring all tolls to be exhibited on a board, and milestones to be set up along the railway, and allowing the company only to charge tolls whilst the tolls are exhibited and the milestones set up, apply only to tolls for the use of the railway where the railway company do not act as carriers. So that the omission to set up a milestone will not prevent the railway company recovering fares and charges made as carriers which are not tolls within the meaning of these sections (*q*).

*Rate Books and the Division of Rates.*

The most important provisions with regard to rate books and the division of rates by railway companies, are sect. 14 of the Act of 1873 (*r*), which is still in force, and sects. 33 and 34 of the Act of 1888 (*s*).

As is well known, railway companies are accustomed to quote rates to traders in lump sums, without apportioning any part to particular services. Thus, whether the rate be a rate from private siding to private siding, from station to station, or include cartage and delivery, the trader is in each case charged an inclusive rate, and, apart from statute, has no means of ascertaining how much of the rate is for conveyance, how much for terminal accommodation or services, or how much for cartage or other services.

The Acts of 1873 and 1888 both contain provisions to enable traders to get this information, and probably the division of terminal accommodation, and the services of loading, unloading, covering, &c., into different heads, contained in the Orders the subject of this book, with a separate maximum for each head, will tend in the same direction. At the same time, it will be noticed hereafter

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(*q*) *Brown v. G. W. Ry. Co.*, 9 Q. B. Div. 744.

(*r*) 36 & 37 Vict. c. 48.

(*s*) 51 & 52 Vict. c. 25.

that some cases are still unprovided for, and that in others railway companies, if they comply with the letter of the enactment, are able to avoid giving the information which would be of practical value to the trader.

Sect. 14 of the Act of 1873 may conveniently be divided into three heads—(a) the first orders the provision of rate books at all stations; (b) the second gives the Railway Commissioners power to order the division of the rates in certain cases; (c) while the third part provides a penalty to which a railway company is to become liable for non-compliance with the requirements imposed on the company by this section.

36 & 37 Vict.  
c. 48, s. 14.

The first two headings will require separate consideration.

The first part of the section provides that “every railway company and canal company shall keep at each of their stations and wharves a book or books showing every rate for the time being charged for the carriage of traffic, other than passengers and their luggage, from that station or wharf to any place to which they book, including any rates charged under any special contract, and stating the distance from that station or wharf of every station, wharf, siding, or place to which any such rate is charged. Every such book shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee.”

(a) Keeping  
of rate books.

It is convenient to consider this part of the section by itself. In the first place, the right to inspect these books is a right given to the public by the legislature, and anyone desiring to inspect them has a right to do so, and he need not show that he is in any way personally interested, or that he is about to send traffic by rail (*t*). And

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(*t*) *Watkinson v. Wrexham, Mold, & Connah's Quay Ry. Co.* (No. 1), 3 N. & Mac. 5; *Cairns v. N. E. Ry. Co.*, 4 B. & Mac. 221; *Clonmel Traders v. Waterford & Limerick Ry. Co.*, 4 B. & Mac. 92.

the right to inspect seems to include the right to take copies or extracts from the books (*u*).

Notwithstanding that a company failing to comply with these requirements becomes liable to a penalty, the Railway and Canal Commission have jurisdiction to entertain a complaint of a contravention of this section (*x*), and will make an order to restrain the contravention and to allow the taking of extracts or copies of the book.

The rate books must be kept at all the company's stations; so it has been held a contravention of this section where a railway company kept no rate books at their local stations, but divided all their mineral traffic into three districts, each district having a principal station at which rate books were kept, although they charged and booked no mineral traffic from their local stations, but from their principal stations only (*y*).

What to  
contain.

The rate books are to show every rate from the station "to any place to which they book," and this expression, though not identical, is closely connected with the expression "to which they quote a rate"; and so, although an isolated instance in which a rate had been quoted and accepted might not come within the section, yet, if goods are regularly accepted on definite terms for conveyance between two places, the case will come within the section (*z*). So, the books must show all rates, through rates as well as local, even though the through rates be on the line of another company; but they need not show the rates from any other station than that at which the book is kept (*a*); but in the case of a through rate the books

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(*u*) *Perkins v. L. & N. W. Ry. Co.*, 1 N. & Mac. 327; and cf. *Mutter v. Eastern & Midlands Ry. Co.*, 38 Ch. D. 92.

(*x*) *Perkins v. L. & N. W. Ry. Co.*, 1 N. & Mac. 327; *Cory v. Yarmouth & Norwich Ry. Co.*, 3 Ry. Cases, 524.

(*y*) *Jones v. N. E. Ry. Co.*, 2 N. & Mac. 208.

(*z*) *Pelsall Coal Co. v. L. & N. W. Ry. Co.*, 23 Q. B. D. 536, 542.

(*a*) *Oxlade v. N. E. Ry. Co.*, 3 N. & Mac. 35; *Pelsall Coal Co. v. L. & N. W. Ry. Co.*, 23 Q. B. D. 536, 547.

need not show how much each company gets as its proportion of the through rate (b).

In addition to the actual rates, the rate books must state the distances from the station of the places to which the rates are charged, and if this be not done an injunction will be granted ordering the railway company to do so (c). Distances.

The second part of the section (d) provides that "the Commissioners may from time to time, on the application of any person interested, make orders with respect to any particular description of traffic, requiring a railway company or canal company to distinguish in such book (e), how much of each rate is for the conveyance of traffic on the railway or canal, including therein tolls for the use of the railway or canal, for the use of carriages or vessels, or for locomotive power, and how much is for other expenses, specifying the nature and detail of such other expenses." (b) Division of rate.

The first thing requiring notice in this part of the section is that while the right to see the rate books under the first part of the section is given to every member of the public, under the second part the right to have the rate divided is only given to any person interested. And so, on an application to the Railway and Canal Commission to have the rates in a rate book divided under this section, the applicant must file an affidavit showing how he is interested (f).

What, then, is it necessary for an applicant to prove so as to bring himself within the words "any person interested"? The person who pays the rate is not the only person interested, but any person who makes out by proper evidence that the rates which he seeks to have dissected

(b) *Watkinson v. Wrexham, Mold, & Connah's Quay Ry. Co.* (No. 3), 3 N. & Mac. 446.

(c) *Chatterley Iron Co. v. North Staffordshire Ry. Co.*, 3 N. & Mac. 238.

(d) Sect. 14 of the Act of 1873 (36 & 37 Vict. c. 48).

(e) *I. e.*, the rate book ordered to be kept at stations by the earlier part of the section.

(f) Railway and Canal Commission, General Rules, No. 9.

are really and substantially competitive rates with his own is a person interested within the meaning of this section (g). And this is not the only ground on which interest may be established; for a lady who possessed a private station connected with the London & North Western Railway, and who received a sum by way of terminal in respect of certain goods there dealt with, was considered to be interested in the division of the rates of traffic to her private station (h).

A view somewhat larger was taken by Sir F. Peel in the *Pelsall Coal Co. v. L. & N. W. Ry. Co.* (i), who considered that the expression "interested" meant "however interested," and comprehended all persons who have a *bonâ fide* interest in knowing how the particular rates are made up. The learned Commissioner put the case of persons about to enter upon some business on premises adjoining a station, and seeking to know all about the rates on their particular description of traffic, and who have made and been refused a demand for such information; and he considered such persons would be interested, and have *locus standi* under this section, although at the time they had had no transactions with the railway company.

It would seem, then, that the interest must be a commercial interest, and not merely arising out of curiosity, but that if the interest be *bonâ fide* and materially affect the applicant, it may take various forms.

But something more than mere interest must be established. In *Tomlinson v. L. & N. Ry. Co.* (k), Wills, J., said: "In order to succeed in obtaining an order for the division of rates under this section, the applicant must

Purpose for  
which in-  
formation  
sought.

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(g) *Pelsall Coal Co. v. L. & N. W. Ry. Co.*, 23 Q. B. D. 536, 545.

(h) *Tomlinson v. L. & N. W. Ry. Co.*, 63 L. T. (N. S.) 86; 7 B. & Mac. 22.

(i) 23 Q. B. D. 552.

(k) 63 L. T. (N. S.) 86; 7 B. & Mac. 33; the reports differ slightly.

establish two propositions—(1) that she is interested within the meaning of the section (without which she has no *locus standi* at all), and (2) that there are good grounds for exercising in her favour a judicial discretion. Whether the applicant is interested is not necessarily the same question as what are the grounds for demanding the information. If the applicant has no reasonable cause of complaint to establish or remedy, or no tangible or appreciable reason of self-protection to advance, the Court will be reluctant to gratify idle curiosity or to encourage mere fishing inquiries simply to enable a person to see if he can discover anything to find fault with.” The reason for requiring the applicant to substantiate a reasonable purpose, for which he seeks the information, appears to be that if Parliament had meant to put railway companies under any duty to give the information to all comers, it would have said so, and instead of giving them the protection of the interposition of the Commissioners, would have imposed upon them the liability at once, and would have left to the Commissioners merely the power and duty of enforcing the statutory obligation (l).

When, however, it has once been established that the applicant is *interested*, a very moderate degree of evidence, showing a legitimate purpose for which the information is sought, would in ordinary cases be sufficient to satisfy the Court that its discretion ought to be exercised in favour of the application (m).

We have seen that the rate books must contain through rates as well as local rates; and similarly, as the section is not confined to rates on one line only, the Commission have power to order the division of rates to places on the line of another company; and although the definite article is used in the section, and the division is to be made between “conveyance upon *the* railway” and other ex-  
Through rates.

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(l) See *Pelsall Coal Co. v. L. & N. W. Ry. Co.*, 23 Q. B. D. 536; 7 B. & Mac. 1.

(m) *Ibid.* p. 546.



penses, "*the railway*" is not confined to the railway of the sending company. If, however, on an application for the division of a through rate being made, the company opposing the application should satisfy the Court that they have not the means of dividing the charge as the Act of Parliament contemplates, they would not be ordered to do so; but the only result of such a state of things would be that, under sect. 14 of the Act of 1888, the other company or companies concerned in fixing the through rate might be added as defendants to the application, and the requisite order made after all the companies whom it might be necessary to comprise in the order had been heard (*n*).

Extent of  
jurisdiction.

But this jurisdiction as to the division of rates does not apply to every rate book. The Commissioners cannot make an order to distinguish rates in a rate book kept by the railway company for their convenience for purposes other than this section, and containing rates from other stations (*o*); nor in a rate book kept at some place which is not the company's station. And even between rate books at the company's stations there is a distinction to be drawn. If a rate book be a book of rates for traffic received or delivered at a place on the railway, other than a station within the meaning of this section (*p*), it is not subject to an order for the division of rates. It is a book kept under sect. 34 of the Act of 1888, and the powers of the Railway and Canal Commission to order the division of rates do not extend to any book kept under that section (*q*).

Compliance  
with order.

It was held by the old Railway Commissioners that an order for the division of rates was not sufficiently complied with by the railway company dividing their rate into two

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(*n*) *Pelsall Coal Co. v. L. & N.W. Ry. Co.*, 23 Q. B. D. pp. 536, 547.

(*o*) *Oxlade v. N. E. Ry. Co.*, 3 N. & Mac. 35.

(*p*) 36 & 37 Vict. c. 48 (Act of 1873), s. 14.

(*q*) *Tomlinson v. L. & N. W. Ry. Co.*, 63 L. T. (N. S.) 86; and cf. *Pelsall Coal Co. v. L. & N. W. Ry. Co.*

parts, one part for conveyance and one part for "other expenses"; but that, as regards the "other expenses," the railway company must state what they are and how much is charged in respect of each service or class of services (*r*).

It seems that the mere fact that the total rate charged to a trader is within the statutory mileage maximum will not prevent an order for the division of the rate under this section being made on the application of the trader (*s*), but that in such a case the company may comply with that order by electing not to make any charge for terminals and allocating the whole rate to conveyance (*t*).

Rate within maximum for conveyance.

And in the recent case of *Tomlinson v. L. & N. W. Ry. Co.* (*u*), the applicant had obtained an order requiring the particulars of certain rates to and from Preston to be distinguished and entered in the station rate book.

Allocating maximum to conveyance.

The company sought to comply with this order by tendering a statement in which they attributed their maximum mileage rate to the charge for conveyance, and the surplus to the items constituting the terminal charge. As a result of this process, the whole amount of some rates, which included collection and delivery, were allotted to conveyance, leaving nothing as the charge for cartage, whilst in other cases the charge per ton for the use of Preston station varied from 6*d.* to 1*s.* on the same article when forwarded from different stations. The applicant thereupon contended that such a statement was no compliance with the order, but the Court held that the railway company had obeyed the order and distinguished the rates asked for, and all that remained for them to do was to make the entries as required in their station rate book.

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(*r*) *Colman v. G. E. Ry. Co.*, 4 B. & Mac. 108; *Birchgrove Steel Co. v. Mid. Ry. Co.*, 5 B. & Mac. 229.

(*s*) *Jones v. N. E. Ry. Co.*, 2 N. & Mac. 208; *Bailey v. L. C. & D. Ry. Co.*, 2 N. & Mac. 99.

(*t*) *Howard v. Mid. Ry. Co.*, 3 N. & Mac. 253; *Robertson v. M. G. W. (Ir.) Ry. Co.*, 2 N. & Mac. 409.

(*u*) Reported in the Times, 29th October, 1890.

How far such a compliance with the letter of the enactment would be binding on the railway company in subsequent proceedings between the same or different parties has not yet been determined.

An order for the dissection of rates will only be made in respect of rates actually charged by the railway company at the time of making the application (*x*). On the other hand, if the rate be in existence at the time of making the application, the fact that it is subsequently withdrawn will not prevent an order to dissect the rate being made (*y*).

Extension of  
the section to  
goods carried  
by sea.

By sect. 28 of the Traffic Act of 1888, the provisions of sect. 14 of the Act of 1873, above considered, have been extended to traffic by sea in any vessels belonging to, chartered, or worked by a railway company, or in which the railway company procures merchandise to be carried.

Act of 1888,  
s. 33.

The powers of the trader to ascertain the rates charged by railway companies have been somewhat extended by sect. 33 of the Act of 1888, above referred to, but, as will be seen, the provisions of this section relating to the division of rates are much more restricted than those under sect. 14 of the Act of 1873.

Classification  
to be open  
for inspection.

Sect. 33, sub-s. (1). "The book, tables, or other document in use for the time being containing the general classification of merchandise carried on the railway of any company, shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee at every station at which merchandise is received for conveyance, or where merchandise is received at some other place than a station, then at the station nearest such place. And the said book, tables, or other document, as revised from time to time, shall be kept on sale at the principal office of the company at a price not exceeding one shilling."

Copies to be  
sold.

Sub-s. (2). "Printed copies of the classification of mer-

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(*x*) *Hall v. L. B. & S. C. Ry. Co.*, 4 B. & Mac. 398.

(*y*) *Berry v. L. C. & D. Ry. Co.*, 4 B. & Mac. 310.

merchandise traffic and schedule of maximum tolls, rates, and charges of every railway company authorised, as provided by this Act, shall be kept for sale by the railway company at such places and at such reasonable price as the Board of Trade may by any general or special order prescribe.”

This classification of traffic will be found on p. 365, and the maximum rates and charges applicable thereto for the various railways affected will be found on pp. 217 to 364. These rates and charges, from and after the confirming Acts coming into operation (z), are to be the rates and charges which the railway companies respectively are entitled to charge and make (a).

Any person, upon giving not less than twenty-one days' notice to the railway company, may apply in the prescribed manner to the Board of Trade to amend any classification and schedule by adding thereto any articles, matters, or things, and the Board of Trade may hear and determine such application, and classify and deal with the articles, matters, and things referred to therein in such manner as the Board of Trade shall think right. These determinations of the Board of Trade are to be published in the Gazette, and to take effect as from the date of the publication thereof (b).

Amending  
classification.

This appears to be the only power of revising the classification possessed by any authority except Parliament, and only allows additions to be made thereto.

Sub-s. (3). “The company shall within one week after application in writing made to the secretary of any railway company by any person interested in the carriage of any merchandise which has been or is intended to be carried over the railway of such company, render an account to the person so applying in which the charge

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(z) *I. e.*, 1st January, 1893, the Board of Trade having postponed to that date the commencement of those schedules which would otherwise have come into operation previously (see p. 181).

(a) Act of 1888, s. 24, sub-s. 10.

(b) *Ibid.*, sub-s. 11.

made or claimed by the company for the carriage of such merchandise shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges (if any) and from the dock charges (if any), and if any terminal charge or dock charge is included in such account, the nature and detail of the terminal expenses or dock charges in respect of which it is made shall be specified."

This sub-section enables a customer of the railway company, without the help of the Commissioners, to call upon the railway company under certain circumstances to dissect a rate for him; but the application of the section is much more confined than that of sect. 14 of the Act of 1873, and does not appear to extend to anyone but persons interested in having the goods to which the rates apply carried (*c*); the person desiring the dissection of the rate need not have paid the charge, but he must be a customer of the railway company (*d*).

Having regard to the words "*(if any)*" after "terminal charges" and "dock charges," and to the case of *Tomlinson v. L. & N. W. Ry. Co.* (*e*), a railway company would probably be held to have complied with the order by dividing the rate in a similar manner to that adopted in that case (*f*).

Notice to be  
published.

Sub-s. (4). "Every railway company shall publish at every station at which merchandise is received for conveyance, or where merchandise is received at some other place than a station, then at the station nearest to such place, a notice in such form as may be from time to time prescribed by the Board of Trade, to the effect that such book, tables, and document touching the classification of merchandise and the rates as they are required by this section

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(*c*) *Pelsall Coal Co. v. L. & N. W. Ry. Co.*, 23 Q. B. D. 545.

(*d*) *Ibid.* p. 552.

(*e*) Reported in the Times, 29th October, 1890.

(*f*) *Supra*, p. 91.

and sect. 14 of the Regulation of Railways Act, 1873, to keep at that station, are open to public inspection, and that information as to any charge can be obtained by application to the secretary or other officer at the address stated in such notice."

Sub-s. (5). "Where a railway company carries merchandise partly by land and partly by sea, all the books, tables, and documents touching the rates of charge of the railway company, which are kept by the railway company at any port in the United Kingdom used by the vessels which carry the sea traffic of the railway company, shall, besides containing all the rates charged for the sea traffic, state what proportion of any through rate is appropriated to conveyance by sea, distinguishing such proportion from that which is appropriated to the conveyance by land on either side of the sea."

Traffic partly  
by sea.

Sub-s. (6). "Where a railway company intend to make any increase in the tolls, rates, or charges published in the books required to be kept by the company for public inspection under sect. 14 of the Regulation of Railways Act, 1873, or this Act, they shall give, by publication in such manner as the Board of Trade may prescribe, at least fourteen days' notice of such intended increase, stating in such notice the date on which the altered rate or charge is to take effect; and no such increase in the published tolls, rates, or charges of the railway company shall have effect unless and until the fourteen days' notice required under this section has been given."

Increase  
in published  
rates.

An order has been issued by the Board of Trade with regard to a proposed increase in rates by a railway company (*g*), which provides that the proposed increase of charge must, (i) if any traffic has been carried at that rate for twelve months previous, be advertised in a local newspaper; and (ii) in any case notice must be posted up

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(*g*) This order will be found at length, p. 451.

for twenty-eight days in a conspicuous place on the stations affected.

Penalty.

Sub-s. (7). "Any company failing to comply with the provisions of this section shall for each offence, and in the case of a continuing offence, for every day during which the offence continues, be liable on summary conviction to a penalty not exceeding five pounds."

Rate books  
at sidings.

Sect. 34. "When traffic is received or delivered at any place on any railway other than a station within the meaning of sect. 14 of the Regulation of Railways Act, 1873, the railway company on whose line such place is shall keep at the station nearest such place a book or books showing every rate for the time being charged for the carriage of traffic, other than passengers and their luggage, from such place to any place to which they book, including any rates charged under any special contract, and stating the distance from that place of every station, wharf, siding, or place to which such rate is charged. Every such book shall, during all reasonable hours, be open to the inspection of any person without the payment of a fee."

The Railway and Canal Commission have no power to order the dissection of rates in books kept under this section as they have in the case of books kept at stations under sect. 14 of the Act of 1873 (*h*).

The old Railway Commissioners had decided, under sect. 14 of the Act of 1873, that for the purposes of that section a siding was to be considered either as a station or as part of the nearest station, and that they had power to order the dissection of rates charged therefrom (*i*), but this decision must now be taken to be overruled.

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(*h*) *Pelsall Coal Co. v. L. & N. W. Ry. Co.* (No. 2), 7 B. & Mac. 36; *Tomlinson v. L. & N. W. Ry. Co.*, 63 L. T. (N. S.) 86; 7 B. & Mac. 22.

(*i*) *Harborne Ry. Co. v. L. & N. W. Ry. Co.*, 2 N. & Mac. 169.

## CHAPTER VII.

## A RAILWAY COMPANY'S LIEN FOR UNPAID RATES AND TOLLS.

UNDER the 97th section of the Railways Clauses Act, *Lien for tolls* 1845 (*a*), if, on demand, any person fail to pay the tolls due in respect of any carriage or goods, the railway company are given power to detain and sell such carriage or goods, or if the same have been removed from their premises to detain and sell any other carriages or goods on the company's premises belonging to the party liable to pay such tolls. The word tolls, however, in this section, only applies to tolls strictly so called, *i.e.*, to charges for the use of the railway by persons conveying goods in their own carriages, and does not apply where the company act as carriers (*b*). And under the first part of the section a company cannot detain trucks for tolls due in respect of coals carried in them (*c*). Further, before detention or sale there must be a demand made for the tolls (*d*).

In nearly every case, however, railway companies are

(*a*) 8 Vict. c. 20.

(*b*) *Wallis v. L. & S. W. Ry. Co.*, L. R. 5 Ex. 62; *Brown v. G. W. Ry. Co.*, 9 Q. B. Div. 750; and cf. *Garton v. Bristol & Exeter Ry. Co.*, 30 L. J. Q. B. 273; but see a Scotch case *contra*, *Caledonian Ry. Co. v. Guild*, 1 Ct. Sess. Cas. 4th series, 198.

(*c*) *North Central Wagon Co. v. M. S. & L. Ry. Co.*, 35 Ch. Div. 191, 229; 13 App. Cas. 554.

(*d*) *Ibid*; *Field v. Newport Ry. Co.*, 3 H. & N. 409; 27 L. J. Ex. 396. As to what amounts to a demand, see *North v. L. & S. W. Ry. Co.*, 14 C. B. N. S. 132; 32 L. J. C. P. 156; *N. B. Ry. Co. v. Carter*, 8 Macq. 998; *Green v. St. Katherine's Docks*, 19 L. J. Q. B. 53.



themselves the carriers on their lines, and therefore apart from agreement they have only the common law lien of a carrier to rely on for payment of their rates.

Common law  
lien.

At common law a carrier has a particular lien on goods carried by him (*e*), even in the case of goods that have been stolen (*f*); but he has no general lien for the balance of his account (*g*). When detaining goods under this common law lien, however, the carrier cannot charge for warehousing (*h*). And this lien does not allow the carrier to sell the goods over which it extends, and if he sell the goods he waives his lien and is liable for their value, and he cannot set off the amount of his lien (*i*). At the same time he must take every care of goods detained by him, and he has no right to use them (*k*).

If a carrier once parts with the possession of the goods, otherwise than by fraud, he loses his lien on them (*l*). But if part of the freight be paid the carrier is bound to deliver the part of the goods on which the freight has been paid, and still keeps his lien on the whole of the remainder of the goods for the unpaid balance of the freight (*m*).

And where goods consigned to an ultimate consignee through an independent carrier have been carried by the railway company to their destination, but have not been paid for, and the company refuse the carrier a ledger account, the railway company have no right to deliver the goods themselves to the ultimate consignee, and so obtain

(*e*) *Skinner v. Upshaw*, 2 Ld. Raym. 752.

(*f*) *Exeter Carriers' case*, cit. *Yorke v. Grenaugh*, *ibid.* 867.

(*g*) *Rushforth v. Hadfield*, 6 East, 519; 7 East, 224; *Holderness v. Collinson*, 7 B. & C. 212.

(*h*) *G. N. Ry. Co. v. Swaffield*, L. R. 9 Ex. 137; and see *Lambert v. Robinson*, 1 Esp. 119; *British Empire Shipping Co. v. Simes*, E. B. & E. 353; 8 H. & C. 338.

(*i*) *Mulliner v. Florence*, 3 Q. B. Div. 484.

(*k*) *Crouch v. G. W. Ry. Co.*, 27 L. J. Ex. 345; *Scarfe v. Morgan*, 4 M. & W. 270.

(*l*) *Wallace v. Wood*, Ry. & M. 194.

(*m*) *Ex p. Cooper, In re McLaren*, 11 Ch. Div. 68.

payment for the carriage of the goods: their strict, and indeed their only right is to stand upon their lien, and to refuse to deliver the goods at all, and to keep them until the charges are paid (*n*).

It is, therefore, not unusual for railway companies to create by agreement a general lien on goods carried by them by stipulating, in the consignment note, that all goods consigned to the company will be received and held by them subject to a general lien for money due to them, whether for carriage or other charges, and also that they shall have power to sell the goods in case the lien be not satisfied. This lien continues as long as the company hold the goods, and is not affected by the refusal of the consignee to receive them after their arrival at their destination (*o*).

General lien  
under agree-  
ment.

It has been held that, where such a general lien has been created by agreement between the railway company and a limited company, the railway company cannot retain goods of the limited company consigned after the limited company has been ordered to be wound up in respect of balances due before the winding-up order (*p*). But although this case was confirmed on appeal (*q*), it is difficult to find any adequate reason for altogether ignoring the agreement, and Chitty, J., in a recent case (*r*), has declined to follow the principle there laid down, and held that such an agreement made with a limited company is good and valid after the winding-up.

In any case, the lien can only attach after the goods have been carried and are ready for delivery. The company can claim no lien immediately on receipt of the goods from the consignor (*s*).

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(*n*) *Ford v. L. & S. W. Ry. Co.*, 7 B. & Mac. 111, p. 117.

(*o*) *Westfield v. G. W. Ry. Co.*, 52 L. J. Q. B. 276.

(*p*) *Wiltshire Iron Co. v. G. W. Ry. Co.*, L. R. 6 Q. B. 101.

(*q*) *Ibid.* 776.

(*r*) *In re Llangennech Coal Co.*, 56 L. T. 475; W. N. (87), 22.

(*s*) *Wiltshire Iron Co. v. S. W. Ry. Co.*, L. R. 6 Q. B. 776.

Where, however, the consignee is not the owner of the goods the railway company cannot, under a general lien, retain the goods, as against the true owner, to answer a balance due from the consignee upon other consignments (*t*). At the same time, the consignor cannot recover the goods from the railway company without paying any charges the railway company may be entitled to in respect of the carriage of the goods (*u*).

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(*t*) *Wright v. Snell*, 5 B. & Ald. 350 ; *In re Bushell, Ex p. G. W. Ry. Co.*, 22 Ch. Div. 470 ; *North Central Wagon Co. v. M. S. & L. Ry. Co.*, 35 Ch. Div. 226 ; 13 App. Cas. 262.

(*u*) *Westfield v. G. W. Ry. Co.*, 52 L. J. Q. B. 276.

## CHAPTER VIII.

### RAILWAY COMPANIES AND THEIR LIABILITY AS COMMON CARRIERS.

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#### *Liability of Common Carriers.*

RAILWAY companies may be, but are not necessarily common carriers and liable as such. Section 86 of the Railways Clauses Act of 1845 authorizes companies to carry and convey on their railway all such passengers and goods as shall be offered to them for that purpose. And the 89th section of the same Act specially provides that the liabilities of railway companies are not to exceed those of common carriers, and that railway companies are to be entitled to the same protection and privilege as common carriers are entitled to. At the same time this section is permissive, and, apart from the Railway and Canal Traffic Act of 1888, railway companies may relinquish the business of carrying (*a*) if they desire, but if they carry for some they must do so for all (*b*).

The common law liability of railway companies as carriers has been varied by statute by two enactments, viz.: the Carriers Act of 1830 (*c*), and sect. 7 of the Traffic Act of 1854 (*d*), and these are each so important as to require separate notice.

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(*a*) *Johnson v. Mid. Ry. Co.*, 4 Exch. 367.

(*b*) *Hare v. L. & N. W. Ry. Co.*, 2 J. & H. 80; 30 L. J. Ch. 817.

(*c*) 1 Will. IV. c. 68, *post*, p. 118.

(*d*) 17 & 18 Vict. c. 31, *post*, p. 132.

It will be well first to see what are the liabilities of carriers at common law—

There are two important liabilities of common carriers at common law—(1) they are liable as insurers of the goods entrusted to their care; (2) they are under the obligation to carry.

As insurers.

(1) As insurers of the goods or animals committed to them for carriage, railway companies are liable for every loss happening to the goods or animals carried and not occasioned by the act of God or the King's enemies (*e*). Thus, they are liable for loss by fire (*f*), or by the felony of their servants (*g*), or by theft or the wrongful acts of strangers, while they have a remedy against the wrongdoer for the damages they may sustain by his wrongful act (*h*).

Inherent defect, "proper vice."

If, however, in course of transit, injury happens to the goods or to an animal, owing to the inherent nature of the goods themselves or of the animal, the carrier is not liable as an insurer (*i*). This exception occurs, of course, much more frequently in the case of animals, when the injury has sometimes been said to have been caused by the "proper vice" of the animal. But the deterioration of perishable articles, and evaporation and leakage of liquids, would seem to come under the same head as proper vice (*j*).

And so where a railway company had contracted to

(*e*) *Forward v. Pittard*, 1 T. B. 27; *Nugent v. Smith*, 1 C. P. Div. 423.

(*f*) *Hyde v. Trent & Mersey Co.*, 5 T. B. 389; *Gatcliffe v. Bourne*, 7 M. & G. 850; 11 Cl. & F. 45.

(*g*) *G. W. Ry. Co. v. Rimmell*, 18 C. B. 574.

(*h*) *Trent & Mersey Co. v. Wood*, 4 Doug. 287; and cf. 2 Wms. Saund. (5th ed.), 47e.

(*i*) *Blower v. G. W. Ry. Co.*, L. R. 7 C. P. 655; *Kendall v. L. & S. W. Ry. Co.*, L. R. 7 Ex. 373.

(*j*) *Hudson v. Baxendale*, 2 H. & N. 575; *Ohrloff v. Briscall*, L. R. 1 P. C. 231.

send an engine on its own wheels to Wigan, but the engine broke down on the way, it was held by the majority of the Court of Appeal that even assuming that the company were common carriers of engines (of which there was no evidence), and though the railway company's manager had inspected the engine before it started, they were not liable for non-delivery of the engine, seeing that it had occurred owing to the inherent defect of the thing carried (*k*). Lord Esher in that case expressed his opinion that the company were bound by their contract to deliver the engine at all events; but to all contracts of carriage there was an implied exception where it was clearly reasonable and right, and where it must seem so to all fair-minded persons that there should be such an exception. If, for instance, the engine had blown up, it could not have been intended that the railway were liable to deliver it nevertheless.

In order to show that the injury occurred owing to the "proper vice" of an animal, it is not necessary to prove that the animal was vicious, but merely that there was no negligence on the part of the railway company, and, nothing extraordinary having happened, that the injury must have been caused by the struggles of the animal (*l*).

And if the accident occurs owing to the negligence of the owner of the animal, the company are not liable. So where a dog had been handed to a railway company for carriage, secured by collar and chain, apparently sufficient for the purpose, and the dog slipped the collar and, escaping on to the line, was injured, the railway company were held not liable (*m*), though it might have been otherwise had the collar and chain been obviously insufficient to

Negligence of  
owner.

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(*k*) *Johnson v. N. E. Ry. Co.*, 5 Times L. R. 68. This case was affirmed on appeal to the House of Lords (Times, 19th March, 1891), but, as it is not reported, it is impossible to say on what grounds.

(*l*) *Blower v. G. W. Ry. Co.*, L. R. 7 C. P. 655; *Kendall v. L. & S. W. Ry. Co.*, 7 Ex. 373; *Nugent v. Smith*, 1 C. P. D. 423.

(*m*) *Richardson v. N. E. Ry. Co.*, L. R. 7 C. P. 75.

secure the dog (*n*). It is, however, to be observed that in the case of *Richardson v. N. E. Ry. Co.*, above mentioned, it was expressly found that the company were not common carriers of animals.

Goods improperly packed.

And on the other hand, if goods are delivered to a carrier improperly packed, and they suffer damage, the carrier may still be liable if the damage be shown to have been caused by the carrier's negligence, although it be also partly due to the bad packing (*o*). But if the damage arise solely from the improper packing the carrier will not be liable (*p*).

Act of God.

To make the cause of injury the act of God, the injury must be due to an accident which arises from natural causes wholly and exclusively, without human intervention, and could not have been prevented by any amount of foresight, and pains, and care reasonably to be expected (*q*).

Special contract.

Subject to sect. 7 of the Traffic Act of 1854 (*r*), there is nothing to prevent the railway company from exempting themselves from liability for accidental injuries to goods carried by them (*s*), and in practice special rates for goods carried at "owner's risk" are of frequent occurrence. These, however, in most cases fall within legislative enactments, and for their validity special precautions are required by the legislature, which will be hereafter discussed (*t*).

(*n*) *Stuart v. Crawley*, 2 Stark. 323.

(*o*) *Higginbotham v. G. N. Ry. Co.*, 2 F. & F. 796; 10 W. R. 358.

(*p*) *Barbour v. S. E. Ry. Co.*, 34 L. T. 67.

(*q*) *Nugent v. Smith*, 1 O. P. D. 423; *Nitrophosphate, &c. Co. v. London & St. Katherine's Dock Co.*, 9 Ch. Div. 503.

(*r*) See *post*, p. 132; and as to what amounts to a special contract, pp. 125, 126.

(*s*) *Harrison v. L. B. & S. C. Ry. Co.*, 2 B. & S. 152; and cf. an elaborate judgment of Cockburn, C. J., in *Peck v. N. Staff. Ry. Co.*, 10 H. L. C. 473.

(*t*) P. 137.

Returned empties are, in the absence of an express contract to the contrary, carried by a carrier subject to the ordinary carrier's liability, even though no extra payment be made in respect of them, the charges made on the outward journey being presumed to cover the return journey (*u*). Returned empties.

(2) The obligation to carry must not be unreasonable; and a common carrier may refuse to carry on reasonable grounds, as that his coach is full (*v*), or that the goods were brought at unreasonable times (*x*); but it seems that an action would lie for an unreasonable refusal on the part of a common carrier to carry (*y*). The obligation to carry.

A company, however, are only bound to carry according to their profession (*z*), and accordingly may refuse to carry animals or, it would seem, any other class of goods as common carriers (*a*). It seems that if a company always require the consignors of goods of a particular class to enter into a special agreement for the carriage of such goods, they are not common carriers of that class of goods (*b*). This, however, has no reference to a railway company's liability to carry the goods or other traffic offered to them, not as common carriers, but under the Traffic Act, 1854 (*c*).

Special statutory provision has been made respecting the carriage and treatment of animals. Under the Contagious Diseases (Animals) Act, 1878 (*d*), every railway company Animals.

(*u*) *Aldridge v. G. W. Ry. Co.*, 15 C. B. N. S. 582.

(*v*) *Lowett v. Hobbs*, 2 Show. 127.

(*x*) *Lane v. Cotton*, 1 Ld. Raym. 652; and see *Edwards v. Sherratt*, 1 East, 604.

(*y*) *Ex p. Robins*, 7 Dowl. P. C. 566; and cf. 1 Wms. Saund. 312.

(*z*) *Johnson v. Mid. Ry. Co.*, 4 Exch. 367.

(*a*) *Richardson v. N. E. Ry. Co.*, L. R. 7 C. P. 80; *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176.

(*b*) *Liver Alkali Co. v. Johnson*, L. R. 9 Ex. 338; *Scaife v. Farrant*, L. R. 10 Ex. 358.

(*c*) As to this, see pp. 16, 81, 126.

(*d*) 41 & 42 Vict. c. 74.



must provide water and food or either of them on the request of the consignor or person in charge, to the satisfaction of the Privy Council, at such stations as the Privy Council from time to time direct for animals carried, or about to be, or having been carried on the railway (*y*). And the company may charge for such food or water in addition to their rates for the carriage of the animal, and have a lien for such charge on the animal (*z*). The animals in this Act include sheep and goats and other ruminating animals, and swine (*a*).

The Privy Council may by order prohibit the removal of animals; and where such order was made, and under the regulations of a local authority the animals were not to be moved without a declaration being first made and signed by the owner, the railway company, who carried them before the declaration was made, were held liable to a penalty (*b*); and where such a declaration is required, a railway company may refuse to carry without it (*c*).

### *Right to Sue.*

Who may  
sue.

If there be a special contract that the carrier is to be liable to the consignor, the consignor may sue for injury to the goods carried (*d*). But if there be no special contract the owner of the goods is the proper person to sue. If, therefore, the goods have been sold and are being carried for delivery to the purchaser, the consignee is the proper person to sue (*e*); but if there is no binding contract

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(*y*) 41 & 42 Vict. c. 74, s. 3.

(*z*) *Ibid.* sub-s. 5.

(*a*) *Ibid.* s. 55.

(*b*) *Mid. Ry. Co. v. Freeman*, 12 Q. B. D. 629.

(*c*) *Williams v. G. W. Ry. Co.*, 51 L. T. 250.

(*d*) *Moore v. Wilson*, 1 T. R. 659; *G. W. Ry. Co. v. Bagge*, 15 Q. B. D. 625.

(*e*) *Dutton v. Solomonson*, 3 B. & P. 582.

of sale (*f*), or if the goods are merely being sent on approval (*g*) the consignor must sue. A bailee, however, having a special property in goods committed to him, and who has entrusted the goods to a carrier, may sue (*h*).

This question of the right to sue is of importance, for if the railway company have paid compensation to the wrong party, that is no defence to an action by the person entitled to the compensation (*i*). So where a railway company had paid compensation to the consignor on a claim made by him without notice that he was not the true owner, it was held no answer to an action by the owner. If there be no special contract as to the railway company's liability the fact that one party may have nominated or selected the particular carrier to whom the goods were entrusted appears to be immaterial (*k*).

*Primâ facie*, if a railway company receive goods for conveyance to a place beyond the limits of their line, they undertake the responsibility for the complete transit, and are liable for loss or injury to the goods, though it take place on the line of another company (*l*). But the company may stipulate that they will not be liable for loss or damage to goods after they have been delivered to another company (*m*), but in such a case delivery to another company must be clearly proved if relied on by the company (*n*).

Through  
booking.

But if the damage occurs on the line, not of the re-

(*f*) *Coats v. Chaplin*, 3 Q. B. 483; *Coombs v. Bristol & Exeter Ry. Co.*, 3 H. & N. 510.

(*g*) *Swain v. Shepperd*, 1 M. & Rob. 223.

(*h*) *Freeman v. Birch*, 1 N. & Man. 420; 3 Q. B. 492, n.

(*i*) *Coombs v. Bristol & Exeter Ry. Co.*, 3 H. & N. 1.

(*k*) *Ibid.* 3 H. & N. 510; *Dutton v. Solomonson*, 3 B. & P. 582.

(*l*) *Muschamp v. Lanc. & Preston Ry. Co.*, 8 M. & W. 421; *Shepherd v. Bristol & Exeter Ry. Co.*, L. R. 3 Ex. 189.

(*m*) *Aldridge v. G. W. Ry. Co.*, 15 C. B. N. S. 582; *Fowles v. G. W. Ry. Co.*, 7 Exch. 699; 22 L. J. Ex. 76.

(*n*) *Kent v. Mid. Ry. Co.*, L. R. 10 Q. B. 1.

ceiving, but the forwarding or delivering company, the company on whose line the damage was caused may be sued (o).

### *Stoppage in Transitu.*

Stoppage in  
*transitu.*

The vendor of goods who has handed them to a carrier, so long as the purchase-money remains unpaid, has, upon the insolvency of the purchaser, the right to stop the goods *in transitu*, or so long as they are in the possession of the carrier as such (p), or while they are being warehoused by the carrier; provided there is nothing to show that the carrier is acting as agent for the purchaser (q). And if part only of the goods have been delivered the right of stoppage *in transitu* applies to the other part (r).

When gone.

The right of stoppage is gone when the carrier has delivered the goods to the purchaser or his agent, whether or not the goods have reached their ultimate destination (s); but the right of stoppage remains if the purchaser have refused the goods when proffered to him for delivery (t). So, too, it is gone if the purchaser have transferred his interest to a sub-purchaser for valuable consideration (u); but if a genuine notice to stop has been given by the vendor, the latter will be entitled to be paid

(o) *Hooper v. L. & N. W. Ry. Co.*, 50 L. J. C. P. 103; *Foulkes v. Met. Dist. Co.*, 5 C. P. D. 157.

(p) *Ex p. Rosevear Co., In re Cock*, 11 Ch. Div. 560; *Ex p. Cooper, In re Maclaren*, 11 Ch. Div. 68; *Bethell v. Clark*, 19 Q. B. D. 553; 20 Q. B. Div. 615.

(q) *Ex p. Barrow, In re Worsdell*, 6 Ch. D. 783.

(r) *In re Maclaren, Ex p. Cooper*, 11 Ch. Div. 68; *Bolton v. Lanc. & York Ry. Co.*, L. R. 1 C. P. 431.

(s) *In re Whitworth, Ex p. Gibbes*, 1 Ch. D. 101; *Kendal v. Marshall, Stevens & Co.*, 11 Q. B. Div. 356; *In re Isaacs, Ex p. Miles*, 15 Q. B. D. 39.

(t) *Bolton v. Lanc. & York. Ry. Co.*, L. R. 1 C. P. 431.

(u) *Leask v. Scott*, 2 Q. B. D. 376.

out of any unpaid purchase-money in the hands of the sub-purchaser (*v*).

The mere fact that the purchaser has nominated the carrier would seem not to be sufficient to make delivery to him delivery to the agent of the purchaser (*x*), but delivery on board a ship of the purchaser is delivery to him (*y*).

If the consignor exercise his right of stoppage *in transitu*, and the carrier, after receiving notice, deliver the goods to the consignee, an action against the carrier for damages for so doing appears to be founded in tort (*z*). Action founded in tort.

### *Delivery.*

The carrier must provide a proper place for delivery; Delivery. and if he neglect to do so, and loss arises owing to his neglect to do so, he may be made liable (*a*). He is also liable for misdelivery on the ground that he is liable as insurer until his contract as carrier is at an end (*b*). But if goods are consigned to a fictitious consignee at a particular address, and the goods are delivered in the ordinary course upon the signature of the fictitious consignee fraudulently made by a third person, the carrier will not be liable (*c*), unless there are circumstances to excite his suspicion (*d*).

And an ordinary contract (and although not as common carriers) to carry from station to station, involves an

(*v*) *In re Knight, Ex p. Davis*, 13 Ch. Div. 629; *Kemp v. Falk*, 7 App. Cas. 573.

(*x*) *In re Cock, Ex p. Rosevear Co.*, 11 Ch. Div. 560; *In re Mac-laren, Ex p. Cooper*, 11 Ch. Div. 68; *Bethell v. Clark*, 19 Q. B. D. 553.

(*y*) *Schotsmans v. Lanc. & York. Ry. Co.*, L. R. 2 Ch. 332.

(*z*) *Pontifex v. Mid. Ry. Co.*, 3 Q. B. Div. 23.

(*a*) *Rooth v. N. E. Ry. Co.*, L. R. 2 Ex. 173.

(*b*) *Heugh v. L. & N. W. Ry. Co.*, L. R. 5 Ex. 51.

(*c*) *M'Kean v. M'Ivor*, L. R. 6 Ex. 36.

(*d*) *Stephenson v. Hart*, 4 Bing. 476.

obligation to unload and deliver at the receiving station, or at least to provide proper appliances for that purpose (*e*).

Consignee to  
examine  
goods.

When goods are delivered by a carrier at the proper place and proper time, the consignee is bound to examine them, and see whether they are in good order; and if he does not intimate objection, it will be presumed that they were delivered in good order (*f*). So, in a Scotch case, where on delivery of a number of batteries properly made, the consignee, acting on the report of the railway company's servants, wrote to the company complaining that nine had been damaged, but a fortnight later discovered twelve more to be broken, it was held that the twelve must be presumed to have been delivered sound (*g*).

Place of  
delivery.

Where goods are handed to a carrier for carriage with a direction to deliver to a specific consignee at a particular place, the consignee may agree with the carrier to deliver the goods at any other place (*h*).

Reasonable  
time.

The carrier is also bound to deliver within a reasonable time, though he is not liable if the delay occur owing to circumstances beyond his own control (*i*). But if injury is caused to the goods by the delay, which would not have arisen if the goods had been properly packed, the owner may only be entitled to nominal damages (*k*).

The question whether there has been unreasonable delay is a question of fact, but if the ordinary course of conveyance has been departed from this may be evidence of unreasonable delay (*l*), and the fact that a train arrives

(*e*) *Royal National Lifeboat Inst. v. L. & N. W. Ry. Co.*, 3 Times L. R. 601; and see *G. W. Ry. Co. v. Swansea*, 4 E. & B. 184.

(*f*) *Stewart v. N. B. Ry. Co.*, 5 Ct. Sess. Cas. 4th series, 426.

(*g*) *Ibid.*

(*h*) *L. & N. W. Ry. Co. v. Bartlett*, 7 H. & N. 400; *Cork Distilleries Co. v. G. S. & W. Ry. Co.*, L. R. 7 H. L. 269.

(*i*) *Taylor v. G. N. Ry. Co.*, L. R. 1 C. P. 385.

(*k*) *Baldwin v. L. C. & D. Ry. Co.*, 9 Q. B. D. 582.

(*l*) *Wren v. Eastern Counties Ry. Co.*, 1 L. T. (N. S.) 5.

several hours late is *prima facie* evidence of unreasonable delay and requires to be accounted for by the company (*m*). If the ordinary route be adopted it is immaterial that it is not the shortest possible (*n*). And the fact that a company has altered its time tables without informing the consignor, and consequently the goods have not arrived as usual, is no evidence of unreasonable delay (*o*). And if a company undertakes to forward goods by a particular train, they do not thereby warrant that the train will arrive at its usual time (*p*).

When goods consigned at station to station rates arrive at the delivery station, it is usual for the delivering company to send to the consignee notice of their arrival. Whether a company issuing such notice by mistake are bound by its contents, so as to be estopped from denying that they hold the goods described therein, depends upon whether or not they have caused injury by their culpable negligence. Where a company has by mistake advised a person that goods have come for him when they have not done so in fact, they are not prevented from explaining their mistake (*q*); but where a company issued two different delivery orders in respect of the same consignment of goods, as against a holder for value of those delivery orders, they were estopped (*r*). Notice of arrival.

The carrier's liability extends until the contract of carriage has been performed. But if the carrier is to deliver goods to a consignee at a particular address and they are refused there, the carrier's liability ceases (*s*), and he is not bound to give notice to the consignor of the Termination of liability.

(*m*) *Roberts v. Mid. Ry. Co.*, 25 W. R. 323.

(*n*) *Hales v. L. & N. W. Ry. Co.*, 4 B. & S. 66.

(*o*) *Bollands v. M. S. & L. Ry. Co.*, 15 Ir. C. L. 560.

(*p*) *Lord v. Mid. Ry. Co.*, L. R. 2 C. P. 339.

(*q*) *Carr v. L. & N. W. Ry. Co.*, L. R. 10 C. P. 307.

(*r*) *Coventry v. G. E. Ry. Co.*, 11 Q. B. Div. 776; *Seton v. Lafone*, 19 Q. B. Div. 68; *Lishman v. Christie*, *ibid.* 333.

(*s*) *Heugh v. L. & N. W. Ry. Co.*, L. R. 5 Ex. 51.

refusal to accept the goods if he does what is reasonable under the circumstances of the case (*t*).

If goods are consigned at station to station rates to be taken away from the delivery station by the consignee, the carrier's liability does not cease until the goods have reached the delivery station, and a reasonable time has been allowed for their removal after notice of their arrival (*u*). But if the carrier is unable to give notice of their arrival to the consignee, his liability as carrier is exchanged for that of warehouseman (*v*).

If the consignee does not remove the goods within a reasonable time after notice of their arrival the railway company's liability as carrier terminates, and they become liable as warehousemen (*x*). And it has been held that where a consignee refused to take delivery of a horse, the carriers could recover from him proper expenses incurred by them in putting the horse out to livery (*y*).

A notice delivered to a consignee by the railway company to the effect that goods have arrived at their station, and after a reasonable time will be held by the company not as carriers, but as warehousemen, and subject to a charge for demurrage, is binding on the consignee, although he have signed the consignment note under protest (*z*). And if after such a notice the consignee takes part of the goods away and leaves the rest, he must be taken to have agreed to the terms imposed (*a*). But a notice that the goods have arrived and will be held by the company not as carriers, but at the owners' sole risk, will

(*t*) *Hudson v. Buxendale*, 2 H. & N. 575.

(*u*) *Mitchell v. Lanc. & York. Ry. Co.*, L. R. 10 Q. B. 256, 263; *Patscheider v. G. W. Ry. Co.*, 3 Ex. D. 153.

(*v*) *Chapman v. G. W. Ry. Co.*, 5 Q. B. D. 278.

(*x*) *Heugh v. L. & N. W. Ry. Co.*, L. R. 5 Ex. 51; *Mitchell v. Lanc. & York. Ry. Co.*, L. R. 10 Q. B. 256.

(*y*) *G. N. Ry. Co. v. Swaffield*, L. R. 9 Ex. 132.

(*z*) *N. E. Ry. Co. v. Cairns*, 32 W. R. 829.

(*a*) *Mitchell v. Lanc. & York. Ry. Co.*, L. R. 10 Q. B. 256.

not absolve the company from taking reasonable care of the goods (*b*).

And if goods are detained because the consignee refused to pay for their carriage, they must be kept a reasonable time at the place of delivery (*c*). Refusal to pay carriage.

### *Warehousing.*

The liability of warehousemen or bailees in respect of goods entrusted to them is essentially different from that of carriers; they are not liable as insurers of the goods, and are only bound (1) to take reasonable and proper care of the goods (*d*); (2) to deliver them up to the owner or person entitled to receive them within a reasonable time after a reasonable demand (*e*). Liability of warehouseman.

(1) It is, of course, open to the parties to make a special contract of bailment by the terms of which they would be bound (*f*); but in the absence of any such special contract, a warehouseman is bound to take reasonable and proper precautions for the safety of goods entrusted to him (*g*); but there is no warranty to keep them absolutely safe; and so, if the warehouseman has employed a competent contractor to erect a building, but the goods are injured owing to a defect, of which the warehouseman had no notice, caused by the negligence of the contractor, the warehouseman will not be held liable (*h*). Though if the warehouseman undertake to warehouse the goods at a particular place, and send them to another, he Care of the goods.

(*b*) *Ibid.*

(*c*) *Crouch v. G. W. Ry. Co.*, 3 H. & N. 183.

(*d*) *Coggs v. Bernard*, 2 Ld. Raym. 909; 1 Sm. L. O. 188.

(*e*) *Stallard v. G. W. Ry. Co.*, 2 B. & S. 419.

(*f*) See *Harris v. G. W. Ry. Co.*, 1 Q. B. D. 515, a case relating to luggage deposited in a cloak-room.

(*g*) *Coggs v. Bernard*, 2 Ld. Raym. 909; 1 Sm. L. O. 188.

(*h*) *Searle v. Laverick*, L. R. 9 Q. B. 122.



may become liable for injury resulting to the goods in consequence of his so doing (*i*).

Obligation to deliver.

(2) The warehouseman is bound to deliver the goods to the owner within a reasonable time after a reasonable demand (*k*), and if delivery be refused, the Statute of Limitations does not begin to run, so as to bar the right to sue for the goods, until such demand and refusal (*l*). The warehouseman is not liable, strictly speaking, for misdelivery, though he may be so if it has resulted from want of reasonable care (*m*); but he may be liable in an action for conversion if he parts with the goods to a person who is not entitled to them, and that even though he acts *bonâ fide*, and the person to whom he delivers the goods be subsequently authorised by the true owner to receive them (*n*), though in the latter case the plaintiff could only recover nominal damages (*o*).

Damages for conversion.

The measure of damages in an action for conversion where goods have been unlawfully converted, is *primâ facie* the full value of the goods. And that is the measure whenever the plaintiff could have resumed the property if he could have laid hands on it and held it as his own, as when the conversion is by a stranger (*p*). But where that is not the case, as where an unpaid vendor converts the goods, only the loss actually sustained by the plaintiff is recoverable, as in such a case the plaintiff would no longer be liable to the vendor for the contract price (*q*).

(*i*) *Lilley v. Doubleday*, 7 Q. B. D. 510.

(*k*) *Stallard v. G. W. Ry. Co.*, 2 B. & S. 419.

(*l*) *Wilkinson v. Verity*, L. R. 6 C. P. 206.

(*m*) *Heugh v. L. & N. W. Ry. Co.*, L. R. 5 Ex. 51; *Stephenson v. Hart*, 4 Bing. 476; *Devereux v. Barclay*, 2 B. & A. 702.

(*n*) *Hiort v. L. & N. W. Ry. Co.*, 4 Ex. D. 188; *Hiort v. Bott*, L. R. 9 Ex. 86.

(*o*) *Hiort v. L. & N. W. Ry. Co.*, 4 Ex. D. 188.

(*p*) *Johnson v. Lanc. & York. Ry. Co.*, 3 C. P. D. 499, and cases there cited.

(*q*) *Chinery v. Viall*, 5 H. & N. 288.

*Damages.*

The measure of damages recoverable against a carrier for the loss of goods is, as a rule, the market value of the goods at the time and place where they ought to have been delivered, and the fact that the consignee has sold them for less than the market price is not material (*r*). If the market price cannot be ascertained, the measure of damages will be the cost price, *plus* the cost of carriage, and a reasonable importer's profit (*s*), or, if this fail, the price at which they have been sold by the owner (*t*), or their value to him (*u*), or the price at which the best substitute for them can be obtained (*v*). Damages for loss.

But where a carrier contracts with a railway company to carry goods, which are lost, the railway company are not liable for the costs of an action brought by the owner of the goods against the carrier to recover the goods, and unreasonably defended by the carrier (*w*). If, however, the action have been reasonably defended, it seems the costs may be recovered. But the fact that the defence, though unreasonable in itself, has been useful in ascertaining the damages, does not make the defence reasonable (*x*). Costs of action.

In an action against a carrier for breach of contract to carry, damages can only be given in respect of such consequences of the breach as might reasonably be supposed to have been in the contemplation of the parties at the time Breach of contract to carry.

(*r*) *Rodocanachi v. Milburn*, 18 Q. B. D. 67.

(*s*) *Rice v. Baxendale*, 7 H. & N. 986; *O'Hanlan v. G. W. Ry. Co.*, 6 B. & S. 484.

(*t*) *France v. Gaudet*, L. R. 6 Q. B. 199.

(*u*) *Schulze v. G. E. Ry. Co.*, 19 Q. B. D. 80.

(*v*) *Hinde v. Liddell*, L. R. 10 Q. B. 265.

(*w*) *Baxendale v. L. C. & D. Ry. Co.*, L. R. 10 Ex. 35.

(*x*) *Hammond v. Bussey*, 20 Q. B. Div. 79, distinguishing the case last cited.

they entered into the contract (*y*). Thus, if the goods after their arrival are to be applied to a particular object, which is not disclosed to the carrier, damages resulting from failure of the object are not recoverable (*z*). On the other hand, if the object for which the goods are to be applied is expressly brought to the notice of the carrier, or might reasonably have been inferred by him, damages resulting from failure of the object may be recovered (*a*).

**Notice given.** So, in the latter case, damages for loss of profit may be recovered (*b*), or damages caused by a sub-purchaser having succeeded in an action for breach of contract (*c*). But the notice to the carrier must be clear and unmistakable; thus, notice that if the goods do not arrive in time they will be thrown on the owner's hands (*d*), or a general knowledge on the part of the carrier that the goods were bought for resale (*e*), or the fact that the goods have been labelled "Travellers' goods—deliver immediately" (*f*), is not such notice to the carrier of the object to which the goods are to be applied as to render him liable for failure of the object.

**Delay.** It appears that, in the case of carriage by land, damage resulting from depreciation of market price owing to delay in delivery may be recovered (*g*), but the authorities on

(*y*) *Horne v. Mid. Ry. Co.*, L. R. 8 C. P. 131.

(*z*) *Hadley v. Baxendale*, 9 Ex. 341; *Hales v. L. & N. W. Ry. Co.*, 4 B. & S. 66.

(*a*) *Simpson v. L. & N. W. Ry. Co.*, 1 Q. B. D. 274.

(*b*) *Elbinger Actien Gesellschaft v. Armstrong*, L. R. 9 Q. B. 473; *Grébert Borgnis v. Nugent*, 15 Q. B. Div. 85; *Hamilton v. Magill*, 12 L. R. Ir. 186.

(*c*) *Ibid.*

(*d*) *Horne v. Mid. Ry. Co.*, L. R. 8 C. P. 131.

(*e*) *Thol v. Henderson*, 46 L. T. 483; 8 Q. B. D. 457.

(*f*) *Candy v. Mid. Ry. Co.*, 38 L. T. (N. S.) 226; *Jameson v. Mid. Ry. Co.*, 50 L. T. 426.

(*g*) *Wilson v. Lanc. & York. Ry. Co.*, 9 C. B. N. S. 632; *Collard v. S. E. Ry. Co.*, 7 H. & N. 79; but see *contra*, *Le Peintur v. S. E. Ry. Co.*, 2 L. T. (N. S.) 170; *Hawes v. S. E. Ry. Co.*, 52 L. T. 514.

this point are not satisfactory. In the case of carriage by sea such damages are not recoverable (*h*).

Where notice of the object for which the goods are required is not brought to the notice of the carrier, the plaintiff cannot recover damages resulting to him from the failure of a contract with a third person (*i*), nor profits which would have been made by his traveller (*k*), nor hotel expenses incurred while waiting for the goods (*l*); but he may recover personal expenses reasonably incurred in inquiring for the goods (*m*). Notice not given.

Where horses, which a railway company had contracted, but failed, to carry, were sent by road and injured, the measure of damages was held to be the deterioration which the horses would have suffered if in ordinary condition, and the time and labour expended on the road (*n*). But where a company had failed to provide proper trucks for goods as they had contracted to do, and the goods were sold, damages were not recoverable, as the goods might have been sent another way (*o*). Failure to provide proper trucks.

An action to recover goods damaged by the negligence of the carrier is founded in contract (*p*).

(*h*) *The Parana*, 1 P. D. 452; 2 P. Div. 118; *The Notting Hill*, 9 P. D. 105; approved in *Victorian Railway Commissioners v. Coultas*, 13 App. Cas. 222.

(*i*) *Horne v. Mid. Ry. Co.*, L. R. 8 C. P. 131; *Thol v. Henderson*, 8 Q. B. D. 457.

(*k*) *G. W. Ry. Co. v. Redmayne*, L. R. 1 C. P. 329.

(*l*) *Woodger v. G. W. Ry. Co.*, L. R. 2 C. P. 318.

(*m*) *Hales v. L. & N. W. Ry. Co.*, 4 B. & S. 66.

(*n*) *Waller v. M. G. W. Ry. Co.*, 4 L. R. Ir. 376.

(*o*) *Irvine v. M. G. W. Ry. Co.*, 6 L. R. Ir. 55.

(*p*) *Baylis v. Lintott*, L. R. 8 C. P. 345; *Fleming v. M. S. & L. Ry. Co.*, 4 Q. B. D. 81.

## CHAPTER IX.

THE CARRIERS ACT AND THE LIMITATION OF THE LIABILITY  
OF CARRIERS PROVIDED THEREBY.

Origin of  
Act.

WITH the increase of personal property, the frequency with which articles of great value in small bulk were transmitted about the country largely increased and began to render the liability of a common carrier very dangerous. To meet this, carriers posted up and distributed notices to the effect that they would not be liable for property of more than a specified value, unless the owner had paid an additional premium to insure his property. If this notice could be brought home to the carrier's employer, it was considered as part of the contract of carriage, and he was bound by it (*a*); but if the carrier could not show that it had been communicated to him it was of no effect to bind the employer (*b*). But notwithstanding that he was protected by such a notice, the carrier was still liable in case the property was lost by gross negligence on his part (*c*), unless the employer had lulled the carrier's vigilance by failing to inform him of the nature of the trust reposed in him (*d*).

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(*a*) *Mayhew v. Eames*, 3 B. & C. 601; *Nicholson v. Willan*, 5 East, 507.

(*b*) *Kerr v. Willan*, 6 M. & S. 150.

(*c*) *Smith v. Horne*, 8 Taunt. 144; *Wyld v. Pickford*, 8 M. & W. 443.

(*d*) *Batson v. Donovan*, 4 B. & A. 21; *Miles v. Cattle*, 6 Bing. 743.

To settle several difficulties that had arisen in consequence, the Carriers Act, 1830 (*e*), was passed, which applies to carriers by land only.

This Act was passed for the purpose of limiting the liability of common carriers for hire in respect of certain valuable articles.

Sect. 1 provides that after the passing of the Act “no mail contractor, stage-coach proprietor, or other common carrier by land for hire shall be liable for the loss of or injury to any article, or articles, or property of the descriptions following” (*f*) . . . . “contained in any parcel or package which shall have been delivered either to be carried for hire or to accompany the person of any passenger in any mail or stage-coach, or other public conveyance, when the value of such article or articles, or property aforesaid, contained in such parcel or package shall exceed the sum of ten pounds, unless at the time of the delivery thereof at the office, warehouse, or receiving house of such mail contractor, stage-coach proprietor, or other common carrier, or to his, her, or their book-keeper, coachman, or other servant, for the purpose of being carried, or of accompanying the person of any passenger as aforesaid, the value and nature of such article or articles, or property, shall have been declared by the person or persons sending

Carriers not liable for loss of certain goods,  
unless value and nature declared.

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(*e*) 1 Will. IV. c. 68.

(*f*) These articles, with notes to them, will be found in alphabetical order below, p. 120. The words of the Act are as follows: “(that is to say) gold or silver coin of this realm, or any foreign State; or any gold or silver in a manufactured or unmanufactured state; or any precious stones, jewellery, watches, clocks, or timepieces of any description, trinkets, bills, notes of the Governor and Company of the Banks of England, Scotland, and Ireland respectively, or of any other bank in Great Britain or Ireland, orders, notes, or securities for payment of money, English or foreign stamps, maps, writings, title-deeds, paintings, engravings, pictures, gold or silver plate or plated articles, glass, china, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, furs, or lace, or any of them.”

or delivering the same, and such increased charge as hereinafter mentioned, or an engagement to pay the same, be accepted by the person receiving such parcel or package."

Increased  
charge on af-  
fixing notice.

And when any parcel shall be so delivered, and its value (exceeding 10*l*.) and contents declared, the carrier may demand an increased charge, notice of which must be affixed in a conspicuous part of the office, warehouse, or other receiving house, stating the increased rate of charge; and by this notice all persons sending or delivering parcels are bound (*g*). This notice is not a notice that the carrier means to avail himself of the Act, but only a notice of the extra charge which he cannot demand without the notice (*h*).

Articles to  
which Act  
applies.

The articles to which the Carriers Act applies are as follows, and are for convenience arranged alphabetically. The text of the Act will be found on p. 119 in the note.

- (1.) Bank notes, whether English, Scotch, or Irish.
- (2.) Bills.

A document framed like a bill of exchange, properly stamped as such, and accepted by the person to whom it was directed, but without a drawer's name, was held not to be a "bill, order, security for payment of money, or writing of any value," the jury having found that at the time of delivery to the carrier the incomplete bill was of no value (*i*). Possibly if the jury had found that it was of value, being a writing, it might have come within the Act (*k*).

- (3.) China.
- (4.) Clocks.
- (5.) Coins (gold or silver) of this realm or of any foreign State.

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(*g*) Carriers Act (1 Will. IV. c. 68), s. 2, and see p. 131.

(*h*) *Hart v. Baxendale*, 6 Ex. 769.

(*i*) *Stoessiger v. S. E. Ry. Co.*, 3 E. & B. 549.

(*k*) *Ibid. per Erle, J.*

## (6.) Engravings.

This includes prints and coloured prints (*l*).

## (7.) Furs.

Hat bodies made partly of fur and partly of wool are not within the description "furs" (*m*).

## (8.) Glass.

This includes glass of any kind or size, and looking-glasses (*n*) or smelling-bottles (*o*).

## (9.) Gold coin.

## (10.) Gold or silver in a manufactured or unmanufactured state.

## (11.) Gold or silver plate or plated articles.

(12.) Jewellery. (*See* Trinkets (No. 27, *post*).)

## (13.) Lace.

This does not include machine-made lace (*p*).

Where a lace corporal in a gilt frame covered with glass was enclosed in a packing case and sent without any declaration under the Carriers Act, it was held that the gilt frame was distinct from and not accessory to the lace, and the packing case accessory to both or the frame only, and that therefore the carrier was not protected from liability as respected either the gilt frame or the packing case (*q*).

## (14.) Maps.

The cases of maps have been held accessory to the maps themselves, and not separable (*r*).

(15.) Money. (*See* Coin.)(16.) Orders, notes, or securities for the payment of money. (*See under* Bills (*2*).)

This would include cheques, promissory notes, &c.

(*l*) *Boys v. Pink*, 8 Car. & P. 361.

(*m*) *Mayhew v. Nelson*, 6 Car. & P. 58.

(*n*) *Owen v. Burnett*, 2 Cr. & M. 353.

(*o*) *Bernstein v. Baxendale*, 6 C. B. N. S. 251.

(*p*) The Carriers Amendment Act, 1865 (28 & 29 Vict. c. 24).

(*q*) *Treadwin v. G. E. Ry. Co.*, L. R. 3 C. P. 308.

(*r*) *Wyld v. Pickford*, 8 M. & W. 443.



## (17.) Paintings.

This only includes works of art and of artistic value; not mere patterns or designs. So it does not include coloured imitations of rugs and carpets and coloured designs, though they may be valuable, being designed by skilled persons and painted by hand, if they have no value as works of art (*s*). The word, however, includes artists' pencil sketches (*t*).

## (18.) Pictures.

A picture and its frame are to be considered as one article; and if a package containing framed pictures exceeding 10*l*. in value be delivered to a carrier without a declaration, the carrier is protected from liability in respect of damage done to the frame as well as to the picture (*u*).

## (19.) Plate or plated articles, whether gold or silver.

## (20.) Precious stones.

(21.) Securities. (*See Orders (16).*)

## (22.) Silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials.

This has been held to include silk tights and hose (*v*), silk watch guards (*x*), elastic silk webbing, composed of silk, indiarubber, and cotton (*y*), a truss of silk (*z*), and a silk dress (*a*). In a case decided in 1841 (*b*), silk dresses made up for wearing were held not to come within this description; but this case must be considered as overruled. But see *post*, p. 131.

(23.) Silver. (*See Gold.*)

(*s*) *Woodward v. L. & N. W. Ry. Co.*, 3 Ex. D. 121.

(*t*) *Mytton v. Mid. Ry. Co.*, 28 L. J. 385.

(*u*) *Henderson v. L. & N. W. Ry. Co.*, L. R. 5 Ex. 90.

(*v*) *Hart v. Baxendale*, 6 Ex. 769.

(*x*) *Bernstein v. Baxendale*, 6 C. B. N. S. 251.

(*y*) *Brunt v. Mid. Ry. Co.*, 2 H. & C. 889.

(*z*) *Butt v. G. W. Ry. Co.*, 11 C. B. 140.

(*a*) *Flowers v. S. E. Ry. Co.*, 16 L. T. (N. S.) 329, decided 1867.

(*b*) *Davey v. Mason, Car. & Marsh.* 445.

(24.) Stamps, English or foreign.

(25.) Timepieces of any description.

This includes a ship's chronometer (*c*).

(26.) Title deeds.

(27.) Trinkets.

It has been held under this head that ivory, and agate bracelets, shirt pins, common gilt rings, brooches, tortoiseshell and pearl portmonnaies, and glass smelling bottles were trinkets, but not German silver fusee boxes (*d*). An eyeglass and gold chain have been held not to be trinkets, but this must be considered to have been overruled by the case last referred to (*e*).

It seems that to be "trinkets" articles must be used merely as ornaments, and if ornament and utility be combined the ornamental purpose must predominate (*f*).

(28.) Watches. (*See* Timepieces (25).)

(29.) Writings. (*See under* Bills (2).)

It is observable that the Carriers Act applies only to a common carrier by land for hire, but if the contract be to carry partly by land and partly by sea, the contract is divisible, and the protection of the Act applies to the land journey (*g*). Formal notice by the consignor of the nature of the goods is not necessary, if the nature of the goods is actually brought to the notice of the carrier, so as to enable him to fix the extra charge which he is authorized to make (*h*). When the Act has been complied with, and the nature and value of the articles has been declared, the common law liability of the carrier revives, even though he demand no extra charge (*i*).

Extent of the Act.

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(*c*) *Le Conteur v. L. & S. W. Ry. Co.*, L. R. 1 Q. B. 54.

(*d*) *Bernstein v. Baxendale*, 6 C. B. N. S. 251.

(*e*) *Davey v. Mason*, Car. & Marsh. 45.

(*f*) *Bernstein v. Baxendale*, *ubi supra*.

(*g*) *Le Conteur v. L. & S. W. Ry. Co.*, L. R. 1 Q. B. 54; 6 B. & S. 961; *Millen v. Brasch*, 8 Q. B. D. 35; 10 Q. B. Div. 142.

(*h*) *Bradbury v. Sutton*, 19 W. R. 800; 21 W. R. 128.

(*i*) *Behrens v. G. N. Ry. Co.*, 6 H. & N. 366; 7 H. & N. 950.

Non-compliance with Act.

Where the goods are within the description of those mentioned in the Act, and the nature and value is not declared, the protection afforded to the carrier in case of loss or injury to the goods seems absolute. It extends either to a temporary or permanent loss of the goods, and damages cannot be recovered in either case (*k*). Nor is the carrier liable even if the loss is caused by gross negligence on the part of his servants (*l*). He is not liable if the goods are put out of the train short of their destination, or carried beyond it, or sent on a wrong journey altogether (*m*), or even if the goods are *by mistake* delivered to the wrong person altogether (*n*).

When no protection.

Where, however, there is no loss or injury to the goods, the carrier is not protected against the consequences of delay in delivering the goods (*o*), nor is he protected if he deliver them to a person whom he knows not to be the consignee (*p*).

If the goods come within the description contained in the Act, the declaration as to their nature and value must be made, whether they are delivered to the carrier at his office or elsewhere. The result of such a declaration is that if the extra charge be paid, and the goods lost, the carrier will be liable; or, on the other hand, if he refuses to give a receipt, he will lose the benefit of the statute. But in no case can the sender recover until he has taken the initial step and made the declaration (*q*).

“Parcel or package.”

The preamble to the Act recites, “Whereas by reason of the frequent practice of bankers and others of sending by

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(*k*) *Millen v. Brasch*, 10 Q. B. Div. 142; *Wallace v. Dublin & Belfast Ry. Co.*, 8 Ir. R. C. L. 341.

(*l*) *Hinton v. Dibbin*, 2 Q. B. 646.

(*m*) *Morritt v. N. E. Ry. Co.*, 1 Q. B. D. 302.

(*n*) *Ibid.* p. 308.

(*o*) *Hearn v. L. & S. W. Ry. Co.*, 10 Ex. 793; and cf. *Pianciani v. L. & S. W. Ry. Co.*, 18 U. B. 226.

(*p*) *Morritt v. N. E. Ry. Co.*, 1 Q. B. D. 308; and see below, pp. 141, 143.

(*q*) *Hart v. Baxendale*, 6 Ex. 769; *Pianciani v. L. & S. W. Ry. Co.*, 18 C. B. 226.

the public mails, stage coaches, waggon, vans, and other public conveyances by land for hire, parcels and packages containing money, bills, notes, jewellery, and other articles of great value in small compass," &c. ; but these words do not limit the application of the Act to articles of small size, if they come within the description mentioned in the Act (*r*). And a waggon containing articles of the kind mentioned, but open at the top so that the carrier could see the articles, has been held to be a parcel or package within the Act (*s*). The question whether the articles in question are or are not within the description contained in the Act is a question of fact (*t*).

On the increased charge being paid, or an agreement to pay the same accepted, the carrier must, if required, give a receipt for the parcel, acknowledging it to have been insured, and this receipt is not liable to stamp duty. Should the carrier fail to give such receipt when required, or to affix the notice above mentioned in his office, he is to lose all advantage under the Carriers Act, and be liable as at common law (*u*).

The publication of any notice or declaration by a carrier, however, since the passing of the Carriers Act, is not to limit the liability of the carrier in respect of any goods, except those to which the Act applies (*v*); but the Act does not affect special contracts entered into between the carrier and other parties (*x*); while, at the same time, the existence of a special contract does not prevent the carrier from taking the benefit of the Carriers Act, unless there is something in the special contract inconsistent with the goods having been received by the carrier as a common

Receipt.

Penalty.

Notice not to limit liability.

Special contract.

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(*r*) *Owen v. Burnett*, 2 Cr. & M. 353.

(*s*) *Whaite v. Lanc. & York. Ry. Co.*, L. R. 9 Ex. 67.

(*t*) *Woodward v. L. & N. W. Ry. Co.*, 3 Ex. D. 121; *Brunt v. Mid. Ry. Co.*, 2 H. & C. 889.

(*u*) Carriers Act (1 Will. IV. c. 68), s. 3.

(*v*) *Ibid.* s. 4.

(*x*) *Ibid.* s. 6.

carrier (*y*). Apart from sect. 7 of the Traffic Act of 1854 (*z*), in order to constitute a special contract, it need not necessarily be signed by the parties: thus, a ticket with printed conditions which have been brought to the notice of the consignor has been held to be a special contract and not a public notice (*a*).

Thus, a contract may be inferred from notice by the carrier to his customer, and the customer having subsequently sent goods to be carried without objecting to the terms of the notice (*b*).

Special  
contract, how  
made.

A great number of contracts are made by the delivery by one of the contracting parties to the other of a document in a common form stating the terms upon which the person delivering it will enter into the proposed contract. Such a form constitutes the offer of the person tendering it, and if it be accepted without objection by the person to whom it is tendered, this person is, as a general rule, bound by its contents, and his act amounts to an acceptance of the offer, whether he reads the document or otherwise informs himself of its contents or not (*c*).

To this general rule there are several exceptions which have been grouped under the following heads:—

- (1.) From the nature of the transaction the person accepting the document may reasonably suppose that the document contains no terms at all (*d*).
- (2.) In the case of fraud, as if the conditions were printed in such a manner as to mislead the person accepting the document.
- (3.) If, without being fraudulent, the document is mis-

(*y*) *Baxendale v. G. E. Ry. Co.*, L. R. 2 Q. B. 244.

(*z*) See *post*, p. 132.

(*a*) *G. N. Ry. Co. v. Morville*, 21 L. J. Q. B. 319; *Walker v. York. & N. M. Ry. Co.*, 2 E. & B. 750; *York. N. & B. Ry. Co. v. Crisp*, 14 C. B. 527.

(*b*) *Walker v. York. & N. M. Ry. Co.*, 2 E. & B. 750.

(*c*) *Watkins v. Rymill*, 10 Q. B. D. 178, 188, *per* Stephen, J.

(*d*) *Parker v. S. E. Ry. Co.*, 2 C. P. D. 416.

leading and actually misleads the person to whom it is presented (*e*).

- (4.) The conditions may be unreasonable in themselves or irrelevant to the main purpose of the contract. As if a ticket given to a person depositing luggage in a cloak room provided that the luggage, if not removed within two days, should become the absolute property of the company (*f*).

Further, any office used by the carrier is to be deemed Office. to be his receiving house, warehouse, or office (*g*). So an inn, where the carrier was in the habit of receiving parcels, has been held to be his office, warehouse, or receiving house within the meaning of the Act (*h*). And any one mail contractor, stage coach proprietor, or carrier, is to be liable to be sued for injury or damage to the goods, and the action not to abate for want of parties (*i*).

Where the Act has been complied with, and the in- Damages for creased charges paid in respect of any parcel, and loss or loss or injury. damage ensues, the party entitled to recover damages in respect of such loss or damage may also recover back the increased charge so paid in addition to the value of the parcel (*k*).

In case of loss or injury to a parcel containing goods which come within the Act, the declared value is not conclusive as to the value of the parcel, but the carrier is entitled to require from the party suing proof of the actual value of its contents by ordinary legal evidence, and is liable to such damages only as may be proved, not

(*e*) *Henderson v. Stevenson*, L. R. 2 H. L. Sc. 470.

(*f*) See *Parker v. S. E. Ry. Co.*, 2 C. P. D. 416; but there seems to be no absolute decision on this point. *Watkins v. Rymill*, 10 Q. B. D. 189.

(*g*) Carriers Act (1 Will. IV. c. 68), s. 5.

(*h*) *Syms v. Chaplin*, 5 A. & E. 634; *Stephens v. L. & S. W. Ry. Co.*, 18 Q. B. Div. 121.

(*i*) Carriers Act (1 Will. IV. c. 68), s. 5.

(*k*) *Ibid.* s. 7.

exceeding the declared value, together with the increased charges as above stated (*l*). It seems that the "value" of the goods for the purpose of the Act is that which the consignee has agreed to pay, and not that at which they were bought by the consignor (*m*). In such actions the carrier may pay money into Court in the same manner and with the same effect as in other actions (*n*). And where the Carriers Act is relied on it need not be specially pleaded (*o*).

Wilful misconduct and felony.

The protection afforded by the Carriers Act does not cover acts of wilful misconduct on the part of the carrier or his servants, and sect. 8 provides that "Nothing in this Act shall be deemed to protect any mail contractor, stage coach proprietor, or other common carrier for hire, from liability to answer for loss or injury to any goods or articles whatsoever arising from the felonious acts of any coachman, guard, book-keeper, porter, or other servant in his or their employ, nor to protect any such coachman, guard, book-keeper or other servant from liability for any loss or injury occasioned by his or their own personal neglect or misconduct." So if, in reply to a defence under the Carriers Act, felony is set up, the question of negligence is immaterial (*p*). And the plaintiff need not show such evidence of felony as would be necessary to convict a particular servant, provided he makes out a *prima facie* case that the goods were stolen by the servants of the carrier (*q*). And a statement by a station-master to a policeman that the parcel is missing, and that a servant, to whom it would in the ordinary course have been

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(*l*) Carriers Act (1 Will. IV. c. 68), s. 9.

(*m*) *Blankensee v. L. & N. W. Ry. Co.*, 45 L. T. 761.

(*n*) Carriers Act (1 Will. IV. c. 68), s. 10.

(*o*) *Ibid.* s. 11.

(*p*) *G. W. Ry. Co. v. Rimell*, 18 C. B. 575; *Metcalfe v. L. & B. Ry. Co.*, 4 C. B. N. S. 307.

(*q*) *Vaughton v. L. & N. W. Ry. Co.*, L. R. 9 Ex. 93; *M'Queen v. G. W. Ry. Co.*, L. R. 10 Q. B. 569.

delivered, has absconded, with a request to the police to make inquiries for him, has been admitted as evidence to prove the felony (*r*). So it was considered that a *prima facie* case had been made where the goods had been traced to the possession of a servant, who had dealt with them as his own, and his possession of them was not accounted for (*s*).

On the other hand, it is not sufficient, in order to make out a *prima facie* case of felony by the carrier's servants, to show merely that the goods have been lost or tampered with (*t*), or that the goods were last seen in the possession of the carrier's servant in the ordinary performance of his duty (*u*), or that the carrier's servants had greater facilities of access to the goods than other persons (*v*). Evidence held not sufficient.

A servant of the carrier's agent for delivery is a servant of the carrier within the meaning of the section (*x*); but if a person fraudulently represents himself to a clerk of the carrier to be the servant of the carrier, the carrier is not estopped from showing that he is not in fact his servant (*y*). Who is a servant.

The provisions of the Carriers Act are now somewhat out of date, and have from time to time caused dissatisfaction. In particular, it will be observed that there is no restriction whatever placed upon the additional charge which the carrier may make for insuring goods which come within the Act.

The subject of the Carriers Act was considered by a House of Commons' committee which was appointed in

(*r*) *Kirkstall Brewery Co. v. Furness Ry. Co.*, L. R. 9 Q. B. 468.

(*s*) *Boyce v. Chapman*, 2 Bing. N. C. 222; and see *Vaughton v. L. & N. W. Ry. Co.*, L. R. 9 Ex. 93.

(*t*) *Metcalfe v. L. & B. Ry. Co.*, 4 C. B. N. S. 307; *G. W. Ry. Co. v. Rimell*, 18 C. B. 575.

(*u*) *Gogarty v. G. S. & W. Ry. Co.*, I. R. 9 C. L. 233.

(*v*) *M'Queen v. G. W. Ry. Co.*, L. R. 10 Q. B. 569; *Turner v. G. W. Ry. Co.*, 34 L. T. (N. S.) 22.

(*x*) *Machu v. L. & S. W. Ry. Co.*, 2 Ex. 415; *Stephens v. L. & S. W. Ry. Co.*, 18 Q. B. Div. 121.

(*y*) *Way v. G. E. Ry. Co.*, 1 Q. B. D. 693.



1875, and reported in 1877, recommending that the maximum rate of insurance ought to be fixed by law, and the eighth section of the Carriers Act repealed. But several railway companies (z) proposed to the committee to bind themselves for a period of five years to insure all goods within the Act upon the terms set out in the schedule to the report, and not to alter those terms or conditions without giving to the President of the Board of Trade, and, as far as might be, to the public, notice of their intention to make such a change.

The schedule to the report is substantially as follows:—

*Rates for the Insurance of valuable Parcels and Goods forwarded by Passenger or Goods Train.*

Until further notice, all the railway companies will charge the following reduced rates for insurance over and above the common and ordinary rate of charge for carriage for parcels and packages of any of the goods enumerated in the under-mentioned classification of articles included in an Act of Parliament commonly called the Carriers Act.

<i>Class 1.</i>	
1. Stamps.	10. Jewellery from or to manufacturers or factors.
2. Maps.	11. Watches.
3. Silks, or goods mixed with silk, where silk is more than 30 per cent. of the value.	12. Gold and silver plate.
4. Furs.	13. Hand-made lace.
5. Clocks.	14. Engravings.
6. Timepieces.	15. Trinkets.
7. Plated articles.	16. Bank notes.
8. Coins, gold and silver.	17. Title deeds.
9. Gold and silver, manufactured or unmanufactured.	18. Writings.
	19. Bills of exchange.
	20. Orders, notes, or securities for payment of money, English or foreign.

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(z) The L. & N. W. Ry. Co., Mid. Ry. Co., G. W. Ry. Co., G. N. Ry. Co., G. E. Ry. Co., N. E. Ry. Co., S. E. Ry. Co., L. B. & S. C. Ry. Co., L. & S. W. Ry. Co., M. S. & L. Ry. Co., Lanc. & York. Ry. Co., Furness Ry. Co., Caledonian Ry. Co., N. B. Ry. Co., North British Ry. Co., N. S. Ry. Co., L. C. & D. Ry. Co., S. Devon & Cornwall Ry. Co., B. & E. Ry. Co., Taff Vale Ry. Co., Glasgow & S. W. Ry. Co.

Class 2.

- 1. Glass of all kinds, except as named in Class 4.
- 2. China from manufacturers or factors.
- 3. Precious stones, set or unset.
- 4. Jewellery not from or to manufacturers or factors.

Class 3.

- 1. Pictures and paintings.

Class 4.

- 1. Plate glass in plates exceeding 36 ft. superficial in size cut.
- 2. Glass (stained).
- 3. Glass (silvered).
- 4. Glass (bent).
- 5. China, other than from manufacturers or factors.

[N.B.—In mixed silk goods, where there is less than 30 per cent. of silk, the exemption of the Carriers Act is not to be pleaded at all, but all such goods are to be carried at the carrier's risk.]

MAXIMUM CHARGE for—	Between Stations in Great Britain.								Between Stations in Great Britain and Ports in Ireland and the British Isles.							
	Cl. I.		Cl. II.		Cl. III.		Cl. IV.		Cl. I.		Cl. II.		Cl. III.		Cl. IV.	
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
Lbs.																
25 or less ..	0	3	0	6	1	3	2	6	0	9	1	6	3	9	7	6
26 to 50 ....	0	6	1	0	2	6	5	0	1	6	3	0	7	6	15	0
51—75 ....	0	9	1	6	3	9	7	6	2	3	4	6	11	3	22	6
76—100 ....	1	0	2	0	5	0	10	0	3	0	6	0	15	0	30	0
101—125 ....	1	3	2	6	6	3	12	6	3	9	7	6	18	9	37	6
126—150 ....	1	6	3	0	7	6	15	0	4	6	9	0	22	6	45	0
151—175 ....	1	9	3	6	8	9	17	6	5	3	10	6	26	3	52	6
176—200 ....	2	0	4	0	10	0	20	0	6	0	12	0	30	0	60	0
201—225 ....	2	3	4	6	11	3	22	6	6	9	13	6	33	9	67	6
226—250 ....	2	6	5	0	12	6	25	0	7	6	15	0	37	6	75	0
251—275 ....	2	9	5	6	13	9	27	6	8	3	16	6	41	3	82	6
276—300 ....	3	0	6	0	15	0	30	0	9	0	18	0	45	0	90	0
301—325 ....	3	3	6	6	16	3	32	6	9	9	19	6	48	9	97	6
326—350 ....	3	6	7	0	17	6	35	0	10	6	21	0	52	6	105	0
351—375 ....	3	9	7	6	18	9	37	6	11	3	22	6	56	3	112	6
376—400 ....	4	0	8	0	20	0	40	0	12	0	24	0	60	0	120	0
401—425 ....	4	3	8	6	21	3	42	6	12	9	25	6	63	9	127	6
426—450 ....	4	6	9	0	22	6	45	0	13	6	27	0	67	6	135	0
451—475 ....	4	9	9	6	23	9	47	6	14	3	28	6	71	3	142	6
476—500 ....	5	0	10	0	25	0	50	0	15	0	30	0	75	0	150	0

The above charges apply irrespective of distance.

The above classification scale of charges and following conditions apply whether the articles be conveyed by goods or passenger train, but parcels up to and including 28 lbs. in weight are to be insured only when sent by passenger train.

## CHAPTER X.

SPECIAL CONTRACTS AND SECTION 7 OF THE RAILWAY AND  
CANAL TRAFFIC ACT, 1854.

WE have seen that under the Carriers Act, while the carrier was precluded from limiting his liability in regard to goods which did not come within that Act by general notices, his power to enter with the consignor into a special contract with regard to the carriage of the goods was expressly retained (*a*). After the establishment of railway companies it was soon found that they possessed a practical monopoly on their respective lines, and were able to insist upon special contracts, not merely limiting their liability, but freeing themselves from responsibility, even for gross negligence. This conduct gave rise to general dissatisfaction, and also caused much litigation (*b*). To meet this, sect. 7 of the Railway and Canal Traffic Act was passed. The section provides:—

“Every such company as aforesaid shall be liable for the loss of or for any injury done to any horses, cattle, or other animals, or to any articles, goods, or things in the receiving, forwarding, or delivering thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary thereto, or in anywise limiting

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(*a*) See *ante*, p. 125.

(*b*) See *Carr v. Lanc. & York. Ry. Co.*, 7 Ex. 707; *Walker v. Y. & N. M. Ry. Co.*, 2 E. & B. 750; *Pardington v. S. Wales Ry. Co.*, 1 H. & N. 392.

such liability; every such notice, condition, or declaration being hereby declared to be null and void: provided (1) Condition to be reasonable. always, that nothing herein contained shall be construed to prevent the said companies from making such conditions with respect to the receiving, forwarding, and delivering of any of the said animals, articles, goods, or things as shall be adjudged by the Court or judge before whom any question relating thereto shall be tried, to be just and reasonable: provided always, that no greater damages shall be recovered for the loss of, or for any injury done to any of such animals, beyond the sums hereinafter mentioned; (that is to say) for any horse, fifty pounds; for any neat cattle, per head, fifteen pounds; for any sheep, or pigs, per head, two pounds; unless the person sending or delivering the same to such company shall, at the time of such delivery, have declared them to be respectively of higher value than as above mentioned; in which case it shall be lawful for such company to demand and receive, by way of compensation for the increased risk and care thereby occasioned, a reasonable percentage upon the excess of value so declared above the respective sums so limited as aforesaid, and which shall be paid in addition to the ordinary rate of charge; and such percentage or increased rate of charge shall be notified in the manner prescribed in the statute eleventh George Fourth and first William Fourth, chapter sixty-eight, and shall be binding upon such company in the manner therein mentioned: provided also, that the proof of the value of such animals, articles, goods, and things, and the amount of the injury done thereto, shall in all cases lie upon the person claiming compensation for such loss or injury: (2) Liability limited in certain cases unless value declared. provided also, that (3) Proof of value on claimant. no special contract between such company and any other parties respecting the receiving, forwarding, or delivering of any animals, articles, goods, or things as aforesaid shall be binding upon or affect any such party unless the same be signed by him or by the person delivering such animals, articles, goods, or things respectively for carriage: pro-

(4) Contract to be signed.

(5) Saving of Carriers Act.

vided also, that nothing herein contained shall alter or affect the rights, privileges, or liabilities of any such company under the said Act of the eleventh George Fourth and first William Fourth, chapter sixty-eight, with respect to articles of the descriptions mentioned in the said Act."

Extent of section.

This section only applies to the receiving, forwarding, or delivering of traffic by a railway company; consequently, it does not apply to a condition exempting the company from liability on a railway not belonging to or worked by the company, and if a company issue a ticket containing such a condition and amounting to a special contract, they will be protected in the case of loss not occurring on their own line (*c*); but in such a case the onus of proof is on the railway company to show that they have delivered the traffic out of their own custody (*d*). We have already discussed what, apart from this section, constitutes a special contract (*e*).

Warehousing.

Nor does the section apply where the railway company are acting in a different capacity, for instance, as warehousemen (*f*).

Traffic by sea.

Since the passing of the Railways Clauses Act of 1863 (*g*), where a railway company are authorized to use or employ steam vessels, the Railway and Canal Traffic Act, 1854, is made applicable to such steam vessels and to the traffic carried thereby (*h*). Consequently this section is incorporated, and to protect themselves in such a case by special conditions, a railway company must comply with the requirements of this section (*i*).

"Loss or injury."

The words "loss or injury" are the same as in the

(*c*) *Zunz v. S. E. Ry. Co.*, L. R. 4 Q. B. 539.

(*d*) *Kent v. Mid. Ry. Co.*, L. R. 10 Q. B. 1.

(*e*) See *ante*, pp. 125, 126.

(*f*) *Van Toll v. S. E. Ry. Co.*, 31 L. J. C. P. 241.

(*g*) 26 & 27 Vict. c. 92.

(*h*) *Ibid.* s. 31.

(*i*) *Doolan v. Mid. Ry. Co.*, 2 App. Cas. 792.

Carriers Act, and would probably be held to have the same meaning (*ante*, p. 124). They have, however, in one case, been assumed to apply to injury caused by loss of market arising from delay (*j*).

It is important to notice, however, that the words of the Act are "loss or injury" occasioned by the "neglect or default" of the company, and on one occasion the majority of the Court of Exchequer Chamber, differing thereon from the Court below, seem to have considered that where there was no misconduct on the part of the company, and the loss or injury arose from pure accident, the section had no application (*k*). If that be so, it would seem that where the loss or injury was due to pure accident, the railway company might be protected by special contract, though not reasonable, or in writing, or signed by the owner or consignor; but the point is still undecided.

The fact that horses, cattle, sheep, and pigs are specifically mentioned in the second proviso does not prevent the section applying to other animals. Thus it extends to dogs (*l*). Also it applies to passengers' luggage, whether carried in the van or taken with the passenger (*m*).

This section has caused considerable difference of judicial opinion, and given rise to much litigation. The section appears in the Traffic Act of 1854 (*n*), but (except that it relates to the carriage of goods) has no reference to the other sections of that Act, which deal with the jurisdiction of the Court of Common Pleas over cases of undue pre-

(*j*) *Finlay v. N. Brit. Ry. Co.*, 8 Ct. Sess. Cas. 959, a decision in favour of the railway company.

(*k*) *Harrison v. L. B. & S. C. Ry. Co.*, 2 B. & S. 122.

(*l*) *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176; *Ashendon v. L. B. & S. C. Ry. Co.*, 5 Ex. D. 190; *Harrison v. L. B. & S. C. Ry. Co.*, 2 B. & S. 122.

(*m*) *Bunch v. G. W. Ry. Co.*, 13 App. Cas. 31; 17 Q. B. Div. 215; *Cohen v. S. E. Ry. Co.*, 2 Ex. Div. 253, overruling *Stewart v. L. & N. W. Ry. Co.*, 3 H. & C. 135.

(*n*) 17 & 18 Vict. c. 31.

ference shown by railway companies, the affording of reasonable facilities, and the like. It will be observed that the section consists of an enactment followed by five provisoes, and it was not until the question had been raised in the Exchequer Chamber no less than four times (*n*) that it was finally decided that all parts of the section were to be read together, and that the conditions which a railway company can impose must not only be just and reasonable, but must be embodied in a special contract in writing, signed by the owner or sender of the goods.

*Peek v. N.  
Staffordshire  
Ry. Co.*

This was decided in *Peek v. N. Staffordshire Ry. Co.* (*o*), which may be considered the leading case on this section. The facts were as follows:—The owner of some marble chimney-pieces desired to send them to London. Messages and notes passed between him and the agent of the railway company as to the terms on which they were to be carried. The agent stated that the company would not be responsible for damage to the goods, unless their value were declared, and they were insured; the rate of insurance being 10 per cent. on the declared value. Ultimately the agent received a note signed by the plaintiff's agent, requesting that the marbles might be sent "not insured"; they were sent and suffered damage. The House of Lords held, after hearing an elaborate argument by the judges, that there was no contract signed by the parties within the meaning of the section; that the note could not be so connected with the other communications as to constitute the required contract; and that, the parties being left to their rights and liabilities at common law, the plaintiff was entitled to recover.

In order, therefore, that a railway company may limit its liability in case of loss of or injury to goods carried by

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(*n*) *McManus v. Lanc. & York. Ry. Co.*, 4 H. & N. 327; *Peek v. N. S. Ry. Co.*, Ell. Bl. & Ell. 958; *Harrison v. L. & B. Ry. Co.*, 2 B. & S. 122, 152; *Beal v. S. D. Ry. Co.*, 5 H. & N. 875; 3 H. & C. 337.

(*o*) 10 H. L. C. 473.

it by means of a special contract, the contract must comply with three conditions:—

- (1.) It must be reasonable.
- (2.) It must be in writing.
- (3.) It must be signed by the party to be bound by the contract, or the person delivering the goods to the company.

If a railway company set up a condition in a special contract to qualify or restrict their common law liability, the onus of showing that it is a reasonable condition rests upon the railway company who allege it (*p*). The question of what is a reasonable condition is, generally, a question of mixed law and fact (*q*), and must be decided upon the circumstances of each case (*r*). But, generally speaking, a condition limiting the railway company's liability is reasonable if it is accompanied by compensating advantages to the customer, such as cheapness and the like, and the customer has the alternative of getting rid of the condition on reasonable terms (*s*).

(1) Reason-  
ableness.  
Onus.

The 7th section of the Traffic Act of 1854, however, does not authorize a company to charge more than their maximum, except in the cases specifically mentioned. Where, therefore, two rates are offered, a higher one at company's risk, and a lower one at owner's risk, the higher rate must be within the maximum (*t*).

Alternative  
rates.

In the case, however, of the animals specifically mentioned, that is, horses declared to be of greater value than 50l.,

(*p*) *Peek v. N. Staff. Ry. Co.*, 10 H. L. C. 473; *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176, *per* Lord Esher; and see *M. S. & L. Ry. Co. v. Brown*, 8 App. Cas. 473, *per* Lord Watson.

(*q*) *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176, *per* Esher, M. R.

(*r*) *Gregory v. West Mid. Ry. Co.*, 2 H. & C. 944; *M. S. & L. Ry. Co. v. Brown*, 8 App. Cas. 473.

(*s*) *M. S. & L. Ry. Co. v. Brown*, 8 App. Cas. 703.

(*t*) *Peek v. N. Staff. Ry. Co.*, 10 H. L. Cas. 473, *per* Cockburn, C. J.



cattle of greater value than 15*l.*, and sheep or pigs of greater value than 2*l.*, the company may charge a reasonable percentage upon the excess of the value so declared above the respective sums so limited, which may be in addition to the maximum (*u*). In the case of such animals, however, below the value mentioned, and all other kinds of animals, the company's risk rate must be below the maximum.

Declaration  
as to value.

In order to entitle the company to a charge in excess of their maximum, the declaration that the animal is worth more than stated in the Act must have been actually made, and the knowledge of the company as to the value of an animal, not derived from a declaration to that effect, will not enable them to charge an increased rate under the section (*v*), and the declaration must have been made by the sender that it should operate so as to enable the company to charge the higher rate (*w*).

But if a consignor of horses make a declaration that his horses are not worth more than 10*l.* each, and they are injured on the way, he is estopped from denying the truth of his declaration (*x*).

Reasonable.

The following conditions have been held to be just and reasonable:—

That the company should carry traffic at “owners’ risk for a rate lower than the ordinary rate, a reasonable alternative rate being offered at which they would carry as insurers” (*y*).

That the company should not be responsible under any circumstances for loss of market or other loss or injury arising from delay or detention of train, exposure to weather,

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(*u*) *Peek v N. Staff. Ry. Co.*, 10 H. L. Cas. 473.

(*v*) *Robinson v. L. & S. W. Ry. Co.*, 34 L. J. C. P. 234.

(*w*) *Ibid.*

(*x*) *McCance v. L. & N. W. Ry. Co.*, 3 H. & C. 343.

(*y*) *Lewis v. G. W. Ry. Co.*, 3 Q. B. Div. 195; *M. S. & L. Ry. Co. v. Brown*, 8 App. Cas. 703.

stowage, or from any cause whatever other than gross neglect or fraud (z).

That claims for damage should be made within seven days (a); but whether this would be held reasonable in the case of animals has been doubted in an Irish case (b).

Where the company carry luggage for ordinary passengers free of charge, a condition that luggage carried for passengers who are charged less than the ordinary rate is reasonable (c).

On the other hand, the following have been held to be unreasonable conditions, and therefore void:—

That the company would not be responsible for damage to marbles sent by railway unless their value were declared and an insurance premium of 10 per cent. on the declared value paid (d).

That the company would not receive dogs for conveyance except upon the terms that they should not be responsible for loss or damage to the dogs beyond 2*l.*, unless a percentage of 5 per cent. were paid on the declared excess of value beyond 2*l.*; the rate for insurance being considered too high (e).

“That the company would not in any case be liable for loss or damage to a horse or other animal above the value of 40*l.*, or any dog above the value of 5*l.*, unless a declaration of its value, signed by the owner or his agent at the time of booking, shall have been given to them” (f); but

(z) *Beal v. South Devon Ry. Co.*, 3 H. & C. 337; *Lord v. Mid. Ry. Co.*, L. R. 2 C. P. 339.

(a) *Lewis v. G. W. Ry. Co.*, 5 H. & N. 867.

(b) *Moore v. G. N. Ry. Co.*, 10 L. R. Ir. 95.

(c) *Rumsey v. N. E. Ry. Co.*, 14 C. B. N. S. 641.

(d) *Peck v. N. Staff. Ry. Co.*, 10 H. L. C. 574.

(e) *Dickson v. G. N. Ry. Co.*, 18 Q. B. Div. 176. *Note.*—It is obvious that in both this case and the one last mentioned the rate required by the railway company might easily have exceeded their maximum, which this section gives the companies no power to do.

(f) *Ashendon v. L. B. & S. C. Ry. Co.*, 5 Ex. D. 190. So far as

Unreasonable conditions.

it appears that if the company had merely limited their common law liability by stipulating that they should not be liable for loss resulting from mere accident, without neglect or default on their part, the condition would have been reasonable and valid (*g*).

That the "company would not be amenable for any consequences arising from detention or delay in or relative to the conveying or delivery of the said animals however caused" (*h*).

That the owner should "undertake all risk of loading, unloading, and carriage, whether arising from the negligence or default of the company or their servants, or from defect or imperfection of the station, platform, or other places of loading or unloading, or of the carriage in which the cattle may be loaded or conveyed, or from any other cause whatever," although the company gave a free pass to the persons in charge of the cattle (*i*).

"That with respect to any animals booked through by the company or their agents for conveyance partly by railway and partly by sea, or partly by canal and partly by sea, such animals will only be conveyed on the condition that the company shall be exempt from any liability for any loss or damage which may arise during the carriage of such animals by sea, from the act of God, accidents from machinery, and all and every other damages and accidents of the seas, rivers, and navigation of what nature and kind soever, in the same manner as if the company had signed and delivered to the consignor a bill of lading containing such condition. Nor will the company be responsible for loss of or damage to animals"

\* *Sic.*

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*Harrison v. L. B. & S. C. Ry. Co.* (2 B. & S. 122) is in antagonism to this case, it must be considered to have been overruled by *Peck v. N. Staff. Ry. Co.*, 10 H. L. Cas. 474.

(*g*) *Ashendon v. L. B. & S. C. Ry. Co.*, 5 Ex. D. 194, *per* Hawkins, J.

(*h*) *Allday v. G. W. Ry. Co.*, 5 B. & S. 903.

(*i*) *Rooth v. N. E. Ry. Co.*, L. R. 2 Ex. 173.

arising from the dangers or accidents of the sea, or of steam navigation, the act of God, jettison, barratry, collision, improper, careless, or unskilful navigation, accidents connected with machinery, or boilers, or any default or negligence of the master or any of the officers or crews of the company's vessels" (*k*). It was also held that the words company's vessels applied to vessels employed by the company as well as to those owned by them. Unreasonable conditions.

That the company would not be liable to loss of animals occasioned by overcrowding (*l*).

That the company would not be responsible for the owner obtaining his own cattle (*m*).

That the company should not be liable for damage unless pointed out at the time of unloading (*n*).

That the company will not be accountable for the loss, detention, or damage of any package insufficiently or improperly packed, marked, directed, or described, or containing a variety of articles liable by breakage to damage each other (*o*).

That the company will not be responsible for a passenger's luggage unless fully and properly addressed with the name of the owner (*p*).

The condition relied on must be in writing; and although (2) In writing. it appears that it is not essential for the document containing the condition to be on the same piece of paper with the signature of the person delivering the goods or against whom it is to be used, yet, having regard to the strict wording of the Act, it is advisable that it should be so, and in any case the document containing the condition must be so incorporated by reference in the document con-

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(*k*) *Doolan v. Mid. Ry. Co.*, 2 App. Cas. 792.

(*l*) *Corrigan v. G. N. Ry. Co.*, 6 L. R. Ir. 91.

(*m*) *McNally v. Lanc. & York. Ry. Co.*, 8 L. R. Ir. 81.

(*n*) *Lloyd v. Waterford & Limerick Ry. Co.*, 15 Ir. C. L. 37.

(*o*) *Simons v. G. W. Ry. Co.*, 26 L. J. C. P. 25; *Garton v. Bristol & Exeter Ry. Co.*, 1 B. & S. 112.

(*p*) *Cutler v. N. London Ry. Co.*, 19 Q. B. D. 64.

taining the signature as to leave no room for doubt as to what is the document referred to, and to make the two pieces of paper virtually one document (*r*).

(3) *Signature.* The owner is bound by reasonable conditions, if signed by a servant on his behalf, even though the servant cannot read (*s*); and it has been held sufficient where the conditions were signed by a railway agent employed by the consignor to deliver the goods to the company (*t*). The section, however, must be complied with, and the conditions signed either by the person against whom they are used or by the person delivering them to the company. And so, although a consignor might make one of the company's servants his agent for signing the conditions, a railway company permitting its servants to sign such conditions would be acting unwisely. The question would immediately arise whether delivery to the servant was not constructive delivery to the company.

The section only requires the conditions to be signed by the owner of the traffic if they are to be used against him, and so, though not signed by the owner, the railway company may set them up as a special contract under sect. 6 of the Carriers Act (*u*).

*Owner's risk.* A contract to carry at "owner's risk" only absolves the company from liability owing to accident in the ordinary course of transit, but does not protect the company from liability owing to delay (*v*), or owing to the goods being carried in an unusual manner (*w*).

*Wilful misconduct.* Where there are special conditions of carriage exonerating the company from liability, and an exception is inserted for wilful misconduct on the part of the company, this means wilful misconduct with a knowledge that it

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(*r*) See *Peek v. N. Staff. Ry. Co.*, 10 H. L. C. 473.

(*s*) *Kirby v. G. W. Ry. Co.*, 18 L. T. (N. S.) 658.

(*t*) *Aldridge v. G. W. Ry. Co.*, 15 C. B. N. S. 582.

(*u*) *Baxendale v. G. E. Ry. Co.*, L. R. 4 Q. B. 244, 254.

(*v*) *Robinson v. G. W. Ry. Co.*, L. R. 1 C. P. 329; *D'Arc v. L. & N. W. Ry. Co.*, L. R. 9 C. P. 325.

(*w*) *Pontifex v. Hartley*, 8 Times L. R. 657.

will lead to injury (*x*). There is no necessity that a criminal intention should be made out. So where a railway company having carried goods from one station to another, the station master at the place to which they were carried, without making any inquiries of the consignor, after the delay of a week delivered the goods not to the consignee, but to a person of a name very similar, the delivery was held wilful misconduct (*y*).

Where under a special contract for the carriage of cattle, duly signed, the company were not to be liable for any loss, detention, or injury to the animals, except it arose from wilful misconduct on the part of the company or its servants, and the cattle were detained at the delivery terminus in consequence of the clerk of the company having omitted to enter them as carriage paid, it was held that the withholding of the cattle upon a groundless claim was not "detention" of them within the conditions, and that the company were liable (*z*). Loss, detention or injury.

And, although a railway company may have contracted themselves out of their liability as common carriers or insurers of the goods they carry, they may still be liable if the damage to the goods arises from the negligence of the company or their servants (*a*). So, where the owner of a cow had agreed that the company should not be liable for "any loss or injury to cattle in the receiving, forwarding, or delivering, if such damage be occasioned by the kicking, plunging, or restiveness of the animal," it was held that the damage to the cow being caused by the negligence of the company's servant in delivering, the company were liable (*b*). Negligence.

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(*x*) *G. W. Ry. Co. v. Glenister*, 29 L. T. 422; *Webb v. G. W. Ry. Co.*, 26 W. R. 111; *Lewis v. G. W. Ry. Co.*, 3 Q. B. D. 206.

(*y*) *Hoare v. G. W. Ry. Co.*, 37 L. T. (N. S.) 186.

(*z*) *Gordon v. G. W. Ry. Co.*, 8 Q. B. D. 44.

(*a*) *Gill v. M. S. & L. Ry. Co.*, L. R. 8 Q. B. 186; *Martin v. Great Indian Pen. Ry. Co.*, L. R. 3 Ex. 9.

(*b*) *Gill v. M. S. & L. Ry. Co.*, L. R. 8 Q. B. 186.

Gross negligence.

Where a contract provided that a company should not be liable "except in the case of gross negligence or fraud," the Court, holding the contract to be reasonable, said, "In the case of a carrier or other agent holding himself out for the careful and skilful performance of a particular duty, gross negligence includes the want of that reasonable care, skill, and expedition, which may properly be expected from persons so holding themselves out and their servants." "The company, therefore, properly speaking, exclude their liability as insurers, and not their liability for reasonable care, skill, and expedition" (c).

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(c) *Beal v. South Devon Ry. Co.*, 3 H. & C. 337; and cf. *Carr v. Lanc. & York. Ry. Co.*, 7 Exch. 707.

## CHAPTER XI.

## EXPLOSIVES AND DANGEROUS GOODS.

THE carriage of explosives and dangerous goods forms the subject of special legislation. And, so far as rates are concerned, they are placed in the exceptional class, and it will be observed that the rates chargeable for their carriage are not limited as in the case of other traffic, but are "such reasonable sum as the company may think fit in each case" (a).

The Railways Clauses Act, sect. 105, provides:—

"No person shall be entitled to carry, or to require the company to carry, upon the railway any aquafortis, oil of vitriol, gunpowder, lucifer matches, or any other goods which in the judgment of the company may be of a dangerous nature; and if any person send by the railway any such goods without distinctly marking their nature on the outside of the package containing the same, or otherwise giving notice in writing to the book-keeper or other servant of the company with whom the same are left at the time of so sending, he shall forfeit to the company twenty pounds for every such offence, and it shall be lawful for the company to refuse to take any parcel that they may suspect to contain goods of a dangerous nature, or require the same to be opened to ascertain the fact."

It will be noticed that this section gives the railway company a very large discretion as to what are goods of a dangerous nature. Probably railway companies could not

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(a) See *post*, p. 210.



be compelled by the Railway Commissioners under their power to order reasonable facilities to carry goods coming within this section (b).

In order to convict a person of the offence of sending dangerous goods under this section, a guilty knowledge on the part of the sender must be shown (c).

A person employing a carrier to convey an article of so dangerous a nature as to require extraordinary care in the conveyance, must communicate the fact to the carrier, or he may be responsible for any injury which may result from his omission to do so (d).

By the Explosives Act, 1875 (e), every railway company carrying gunpowder, nitro-glycerine, dynamite, or "any other substance, whether similar to those above mentioned or not, used or manufactured with a view to produce a practical effect by explosion or a pyrotechnic effect," must make bye-laws regulating such conveyance, which have to be confirmed by the Board of Trade.

Shortly after the passing of the Act, a model code of bye-laws was agreed to by the Board of Trade and the fifty-two railway companies who are members of the Clearing House, which is believed to be now generally adopted.

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(b) *Dickson v. G. N. Ry. Co.*, 19 Q. B. Div. 186, *per* Lindley, L.J.

(c) *Hearne v. Garton*, 2 Ell. & Ell. 66.

(d) *Farrant v. Barnes*, 11 C. B. N. S. 553.

(e) 38 Vict. c. 17, repealing the Gunpowder Acts, the Carriage of Dangerous Explosives Act, 1866, and the Nitro-Glycerine Act, 1869.

## CHAPTER XII.

ARBITRATIONS UNDER THE BOARD OF TRADE ARBITRATIONS  
ACT, 1874, AND THE ARBITRATION ACT, 1889.

It will be found that the General Conditions contained in the Schedules to the several Railway Companies' Provisional Orders, which are the subject of the second part of this Work, contain many provisions referring differences arising between the railway companies and their traders to the decision of the Board of Trade, or of an arbitrator to be appointed by them (*a*). And by clause 25 (*b*) it is provided that the Board of Trade Arbitrations, &c. Act, 1874 (*c*), is to apply, so far as applicable, to every determination of a difference or question by arbitration under the provisions therein contained. It may be useful, therefore, to consider this Act and the more general Arbitration Act of 1889, so far as they are likely to bear on the determination of these and similar differences.

The Board of Trade Arbitrations, &c. Act, 1874, consists of two parts, the first dealing with Board of Trade inquiries, and the second with the power of referring questions to the decision of the Railway and Canal Commission.

“Where, under the provisions of any special Act (*d*)  
passed either before or after the passing of this Act, the

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Power of  
Board of  
Trade as to  
inquiry.

(*a*) *E. g.*, clauses 2 (*b*), 4, 5, 6, 7, 8, of the General Conditions, and clause 4 of the Special Provisions as to Perishables in Part V.

(*b*) Clause 24 in the Scotch and North Eastern schedules.

(*c*) 37 & 38 Vict. c. 40.

(*d*) This includes a provisional order confirmed by Parliament (s. 4). See *post*, p. 149.

Board of Trade are required or authorised to sanction, approve, confirm, or determine any appointment, matter, or thing, or to make any order or to do any other act or thing for the purposes of such special Act, the Board of Trade may make such inquiry as they think necessary for the purpose of enabling them to comply with such requisition or to exercise such authority. Where an inquiry is held by the Board of Trade for the purposes of this section, or in pursuance of any general or special Act passed either before or after the passing of this Act, directing or authorising them to hold any inquiry, the Board of Trade may hold such inquiry by any person or persons duly authorised in that behalf by an order of the Board of Trade, and such inquiry, if so held, shall be deemed to be duly held" (e).

Expenses of  
arbitration,  
&c.

"Where application is made in pursuance of any special Act, passed either before or after the passing of this Act, to the Board of Trade to be arbitrators, or to appoint any arbitrator, referee, engineer, or other person, or to hold any inquiry, or to sanction, approve, confirm, or determine any appointment, matter, or thing, or to make any order, or to do any other act or thing for the purposes of such special Act, all expenses incurred by the Board of Trade in relation to such application, and the proceedings consequent thereon, shall, to such amount as the Board of Trade may certify by their order to be due, be defrayed by the parties to such application, and (subject to the provisions contained in the said special Act) shall be defrayed by such of the parties as the Board of Trade may by order direct, or if so directed by an order of the Board of Trade, shall be paid as costs of the arbitration or reference" (f).

The Board of Trade may, if they think fit, on or at any time after the making of the application, by order require the parties to the application, or any of them, to pay to the

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(e) Board of Trade Arbitrations Act (37 & 38 Vict. c. 40), s. 2.

(f) *Ibid.* s. 3.

Board of Trade such sum as the Board of Trade think requisite for or on account of those expenses, or to give security to the satisfaction of the Board of Trade for the payment of those expenses on demand, and if such payment or security is not made or given may refuse to act in pursuance of the application.

All expenses directed by an order of the Board of Trade, or an award in pursuance of this section to be paid, may be recovered in any Court of competent jurisdiction as a debt, and if payable to the Board of Trade as a debt to the Crown, and an order of the Board of Trade shall be conclusive evidence of the amount of such expenses (*g*).

Recovery of expenses.

In this part of this Act the term "Special Act" means a local or local and personal Act, or an Act of a local and personal nature, and includes a provisional order of the Board of Trade, confirmed by Act of Parliament, and a certificate granted by the Board of Trade under the Railways Construction Facilities Act, 1864 (*h*).

Meaning of Special Act.

An order of the Board of Trade for the purposes of this part of this Act, or of any such special Act as is referred to in this part of this Act, may be made in writing under the hand of the President, or of one of the Secretaries of the Board (*h*).

Order of Board may be in writing.

Section 5 of the Act is now repealed (*i*).

### *Power to appoint Railway Commissioners as Arbitrators.*

The second part of the Act provided (*k*), "Where any difference to which a railway company or canal company is a party is required or authorised under the provisions of any general or special Act passed either before or after the passing of this Act, to be referred to the arbitration of, or to be determined or settled by the Board of Trade, or some

Reference to Railway Commissioners.

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(*g*) *Ibid.* s. 3.

(*h*) *Ibid.* s. 4.

(*i*) 46 & 47 Vict. c. 39.

(*k*) Board of Trade Arbitrations Act (37 & 38 Vict. c. 40), s. 6.

person or persons appointed by the Board of Trade, the Board of Trade may, if they think fit, by order in writing under the hand of the President or one of the Secretaries of the Board, refer the matter for the decision of the Railway Commissioners, and appoint them arbitrators or umpire as the case may be, and thereupon the Commissioners for the time being shall have the same powers as if the matter had been referred to their decision in pursuance of the Regulation of Railways Act, 1873, and also any further powers which the Board of Trade, or an arbitrator or arbitrators or umpire appointed by the Board of Trade, would have had for the purpose of the arbitration, if the difference had not been referred to the Commissioners; provided always, that this section shall not apply to any case in which application is made to the Board of Trade for the appointment of an umpire under the 28th section of the Lands Clauses Consolidation Act, 1845."

Powers of  
Railway  
Commission.

"Where any difference is referred for the decision of the Commissioners in pursuance of the Regulation of Railways Act, 1873, as amended by this part of this Act, the Commissioners shall have the same power by their decision of rescinding, varying, or adding to any award or other decision previously made by any arbitrator or arbitrators (including therein the Board of Trade) with reference to the same subject-matter as any arbitrator or arbitrators would have had if the difference had been referred to him or them" (l).

It is also provided that this part of this Act shall be construed as one with the Regulation of Railways Act, 1873, which contains (m) a definition of the term "Special Act" similar to that given above as applicable to Part I. of the Board of Trade Arbitrations, &c. Act, 1874 (n).

A reference to the Railway Commissioners as arbitrators

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(l) Board of Trade Arbitrations Act (37 & 38 Vict. c. 40), s. 7.

(m) 36 & 37 Vict. c. 48, s. 3.

(n) *Ante*, p. 149.

under this Act will be materially different from a hearing before an ordinary arbitrator, as, in addition to the powers of an arbitrator, they are to have the same powers as if the matter had been referred to their decision under the Traffic Act of 1873. By sect. 18 of the Traffic Act of 1888, they are to have, "for the attendance and examination of witnesses, the production and inspection of documents, the enforcement of their orders, the entry on and inspection of property, and other matters necessary or proper for the due exercise of their jurisdiction under this Act, or otherwise for carrying this Act into effect," "all such powers, rights, and privileges as are vested in a superior Court." And under sect. 17 of the same Act an appeal on any question of law lies from their decision straight to the Court of Appeal.

*The Arbitration Act, 1889.*

By sect. 24 of the Arbitration Act, 1889 (o), it is enacted, "This Act shall apply to every arbitration under any Act passed before or after the commencement of this Act, as if the arbitration were pursuant to a submission, except in so far as this Act is inconsistent with the Act regulating the arbitration or with any rules or procedure authorised or recognised by that Act." And it has been held that to oust the operation of the Arbitration Act, 1889, the inconsistency must be an inconsistency of this kind, viz., that the obligation imposed by the Arbitration Act, 1889, must be so at variance with the machinery and mode of procedure indicated by the Act providing for the arbitration that, if the obligation imposed by the Act of 1889 were added, the machinery of the other Act would not work (p).

Application of  
Arbitration  
Act, 1889.

Under the Arbitration Act, 1889, a submission is, unless

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(o) 52 & 53 Vict. c. 49.

(p) *In re Knight and Tabernacle Permanent Building Society*, (1891) 2 Q. B. 63; affirmed by House of Lords, 8 Times L. R. 616.

the contrary is expressed, to be irrevocable except by leave of the Court or a judge, and is to have the same effect as if it had been made an order of Court (*r*). This does not, however, make the arbitration a "proceeding in the Court" within the meaning of sect. 100 of the Judicature Act, 1873 (*s*). Nor does it give the Court any greater power over the arbitration than it had before the Act after the agreement to refer had been made a rule of Court (*t*).

Before the passing of this Act it was held that the Court had power to give leave to revoke a submission where it appeared that the arbitrator was going wrong on a point of law, even in a matter within his jurisdiction, and would exercise the power unless the parties agreed to allow the arbitrator to state a special case (*u*). This power was, however, discretionary, and the Court would be reluctant to exercise it after a final award was made (*v*). In a similar case at the present time the Court would probably order the arbitrator to state a case under sect. 19 of the Act (*x*).

### *Appointment of Arbitrator.*

Where the arbitration takes place under the Board of Trade Arbitrations, &c. Act, 1874, the appointment of the arbitrator or arbitrators will be made by the Board of Trade.

If, however, the arbitration take place under an agreement between the parties to submit the matter in dispute to arbitration, the general law will apply.

By sect. 3 of the Arbitration Act, 1889, "Where a

Official  
referee.

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(*r*) 52 & 53 Vict. c. 49, s. 1.

(*s*) *In re Shaw and Ronaldson*, (1892) 1 Q. B. 91.

(*t*) *In re Smith and Service and Nelson*, 25 Q. B. Div. 545.

(*u*) *East and West India Dock Co. v. Kirk*, 12 App. Cas. 738.

(*v*) *James v. James*, 23 Q. B. Div. 12.

(*x*) See *In re Knight and Tabernacle Permanent Building Society*, (1891) 2 Q. B. 63 (C. A.).

submission provides that the reference shall be to an official referee, any official referee to whom application is made shall, subject to any order of the Court or a judge as to transfer or otherwise, hear and determine the matters agreed to be referred.” This seems to give the parties power to select whatever official referee they choose. The Lord Chancellor, however, and the Lord Chief Justice, or either of them, has power to order the transfer of any causes or matters from any one or more of the official referees to any other or others of them whenever, in his opinion, it is expedient so to do, having regard to the state of the business pending before the referees (*y*).

Under the Arbitration Act, 1889 (*z*), unless the contrary is expressed, a submission is to be deemed to include the following provisions as to the appointment of arbitrators, so far as they are applicable to the reference :—

Implied provisions.

“(a) If no other mode of reference is provided, the reference shall be to a single arbitrator.”

In an arbitration under the Board of Trade Arbitrations Act, 1874, however, the arbitrator or arbitrators would be specified in the order of the Board of Trade.

“(b) If the reference is to two arbitrators, the two arbitrators may appoint an umpire at any time within the period during which they have power to make an award.”

When two arbitrators have to appoint an umpire, such an appointment is a judicial act (*a*), and must in no case be decided by chance or lot (*b*), unless the parties to the

Umpire.

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(*y*) Rules of the Supreme Court, Ord. XXXVI. r. 47 b.

(*z*) 52 & 53 Vict. c. 49, s. 2, and first schedule to the Act.

(*a*) *Lord v. Lord*, 5 Ell. & B. 404.

(*b*) *Pescod v. Pescod*, 38 L. T. 76; *Ford v. Jones*, 3 B. & A. 248; *In re Cassell*, 9 B. & C. 624; *European and American S.S. Co. v. Croskey*, 8 C. B. N. S. 397.



reference consent to such method of appointment (c). An appointment by lot, however, between two persons, each of whom was acknowledged by both arbitrators to be a fit person, was upheld (d).

Court may  
appoint  
arbitrator or  
umpire.

In certain cases the Court has power to appoint an arbitrator. Sect. 5 provides,

“In any of the following cases :—

- (a) Where the submission provides that the reference shall be to a single arbitrator, and all the parties do not, after differences have arisen, concur in the appointment of an arbitrator :
- (b) If an appointed arbitrator refuses to act, or is incapable of acting, or dies, and the submission does not show that it was intended that the vacancy should not be supplied, and the parties do not supply the vacancy :
- (c) Where the parties, or two arbitrators, are at liberty to appoint an umpire or third arbitrator, and do not appoint him :
- (d) Where an appointed umpire, or third arbitrator, refuses to act, or is incapable of acting, or dies, and the submission does not show that it was intended that the vacancy should not be supplied, and the parties, or arbitrators, do not supply the vacancy :

any party may serve the other parties, or the arbitrators, as the case may be, with a written notice to appoint an arbitrator, umpire, or third arbitrator.

“If the appointment is not made within seven clear days after the service of the notice, the Court or a judge may, on application by the party who gave the notice, appoint an arbitrator, umpire, or third arbitrator, who shall have

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(c) *In re Tunno*, 5 B. & Ad. 488; *In re Greenwood*, 1 P. & D. 463; *In re Jamieson*, 4 A. & E. 945.

(d) *In re Hopper*, L. R. 2 Q. B. 367.

the like powers to act in the reference and make an award as if he had been appointed by consent of all parties."

Where a submission provided for the reference of matters in difference, "to an arbitrator or umpire," it was held that this was a reference to a single arbitrator within sect. 5 of the Act, and that in such a case a written notice by one of the parties to the other requiring him "to concur in appointing an arbitrator" was a sufficient notice to appoint an arbitrator within the same section; the Act not having intended that the party to whom notice was given should have the power of appointing the sole arbitrator by himself (*e*).

When Court  
will appoint.

It has been held by the majority of the Court of Appeal (*f*), that when once the Court is satisfied that a dispute has arisen between the parties within the submission, and that the conditions precedent (as to notice, &c.) required by the section have been complied with, that it has no discretion as to making the appointment, and that the words "the Court may appoint" are to be read as "the Court must appoint."

The Court has, however, no power to appoint an umpire in cases not provided for by the Act, and so in a case where the reference was to three arbitrators, one to be appointed by each party, and the third by the two arbitrators, but one of the parties refused to appoint an arbitrator at all, the Court had no power to compel him to do so, or to appoint an arbitrator instead of him (*g*).

When Court  
will not  
appoint.

And where the parties have, by their contract, appointed an arbitrator, and provided a method for the appointment of a fresh arbitrator on the failure of the one originally appointed, by naming a person to appoint the fresh arbitrator, it was held that, on the original arbitrator failing, the Arbitration Act did not so override the contract between

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(*e*) *In re Eyre and Corporation of Leicester*, (1892) 1 Q. B. 136.

(*f*) *Ibid.* p. 143.

(*g*) *In re Smith and Service and Nelson*, 25 Q. B. Div. 545.

the parties as to empower the Court to appoint the fresh arbitrator. The original arbitrator was absent in America. It was held that he had "failed" within the meaning of the contract (*h*).

Parties may  
supply  
vacancy in  
certain cases.

By sect. 6 of the Act:

"Where a submission provides that the reference shall be to two arbitrators, one to be appointed by each party, then, unless the submission expresses a contrary intention:

(a) If either of the appointed arbitrators refuses to act, or is incapable of acting, or dies, the party who appointed him may appoint a new arbitrator in his place:

(b) If, on such reference, one party fails to appoint an arbitrator, either originally, or by way of substitution as aforesaid, for seven clear days after the other party, having appointed his arbitrator, has served the party making default with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference, and his award shall be binding on both parties as if he had been appointed by consent:

Provided that the Court or a judge may set aside any appointment made in pursuance of this section."

#### *Staying Legal Proceedings.*

"If any party to a submission, or any person claiming through or under him, commences any legal proceedings in any Court against any other party to the submission, or any person claiming through or under him in respect of any matter agreed to be referred, any party to such legal proceedings may at any time after appearance, and before delivering any pleadings, or taking any other steps in the

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(*h*) *Wilson v. Eastern Counties Navigation and Transport Co.*, (1892) 1 Q. B. 81.

proceedings, apply to that Court to stay the proceedings, and that Court, or a judge thereof, if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the submission, and that the applicant was, at the time when the proceedings were commenced, and still remains ready and willing to do all things necessary to the proper conduct of the arbitration, may make an order staying the proceedings" (i).

As a general rule, on an application to stay proceedings in an action on the ground that there is a submission to arbitration, the question to be decided is, whether the subject-matter of the action comes within the terms of the submission (k). Under this provision, however, the Court has a discretion to refuse to stay the proceedings in the action, which it will exercise, even though the subject-matter of the action be covered by the submission (l). General rule.

And if the action be brought in respect of matters some only of which are covered by the submission, the Court will, in the exercise of its discretion, refuse to stay the action so far as relates to the matters included in the submission (m); and so in a case where the chief question arose on a point of law, which would have had to be raised before the Court by the arbitrator stating a special case, the Court refused to stay the action in the High Court, but directed the summons to stand over until the question of law had been determined in the action (n). As a rule, however, it is not a sufficient reason for taking the case

(i) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 4.

(k) *Willesford v. Watson*, L. R. 8 Ch. 473.

(l) *Lyon v. Johnson*, 40 Ch. D. 579; *In re Carlisle*, 44 Ch. D. 200; and cf. *In re Eyre and Corporation of Leicester*, (1892) 1 Q. B. 136.

(m) *Turnock v. Sartoris*, 43 Ch. Div. 150; *Walford v. Prince Steam Shipping Co.*, 90 L. T. Jo. 467.

(n) *In re Carlisle*, 44 Ch. D. 200.

away from the arbitrator that the decision will involve questions of law (*o*).

What sufficient reason.

The fact that the person named as arbitrator has an interest in the subject-matter of the arbitration is a sufficient reason why the matter should not be referred in accordance with the submission (*p*). And it may be sufficient reason that the person objecting to the arbitration has disregarded the agreement to refer and taken the law into his own hands (*q*); or that he merely wants to waste time and delay the other party (*r*); or that the agreement to refer has been properly revoked and has no longer any effect (*s*). And so the Court will refuse to stay the proceedings in an action where it appears that the agreement to refer is incomplete, and the parties had never arrived *ad idem* with regard to it (*t*). If, however, the agreement be in writing, and represent the contract between the parties, it is not material that it is not signed by both parties (*u*).

Where fraud charged.

As a rule where charges of fraud are brought forward, and the person charged with fraud objects to arbitration, it will be sufficient reason for the Court to refuse to compel the parties to go to arbitration (*v*). But if it is the person bringing the charge of fraud who objects to the reference,

(*o*) *Willesford v. Watson*, L. R. 8 Ch. 472; *Randegger v. Holmes*, L. R. 1 C. P. 679.

(*p*) *Nuttall v. Mayor of Manchester*, 8 Times L. R. 513; and see *Pickthall v. Merthyr Local Board*, 2 Times L. R. 805.

(*q*) *Davis v. Starr*, 41 Ch. D. 242.

(*r*) *Lury v. Pearson*, 1 C. B. N. S. 639.

(*s*) *Deutsche Springstoff Actien Gesellschaft v. Briscoe*, 20 Q. B. D. 177; *Randell v. Thompson*, 1 Q. B. Div. 748.

(*t*) *Caerleon Tinplate Co. v. Hughes*, 60 L. J. Q. B. 640.

(*u*) *Baker v. Yorkshire Fire and Life Assurance Co.*, (1892) 1 Q. B. 144.

(*v*) *Wallis v. Hirsch*, 1 C. B. N. S. 316; *Willesford v. Watson*, L. R. 14 Eq. 572; *Nobel v. P. Stewart & Co.*, 6 Times L. R. 378.

the Court will not necessarily allow him to proceed by action (*x*). And if the parties have agreed that the award of an arbitrator shall be a condition precedent to an action by the plaintiff, the Court will not allow him to proceed by action, even though the defendant has charged him with fraud (*y*), and refused to go to arbitration; the plaintiff being able to force an arbitration upon him (*z*).

The jurisdiction of the Court is not ousted by a sub-**Waiver.** mission to arbitration, and the parties may waive their right to a reference, and proceed with their action, but if they do so, one of them cannot afterwards insist on arbitration (*a*).

The obtaining from the other party of a consent to the extension of time for delivering a pleading is not a step in the proceedings which would prevent the party obtaining it from asking for a stay of the action, but the taking out of a summons for particulars of the pleading of the other party is a step in the proceedings, notwithstanding that the pleading was amended subsequently to the taking out of the summons, and so is an application for leave to administer interrogatories which is granted (*b*). **Step in the proceedings.**

### *Proceedings on the Arbitration.*

The arbitrator may decide on the place and time of **Meeting.** meeting for the arbitration (*c*), and may revoke the appointment, and appoint some other time and place (*d*). He should, however, see that both parties have proper notice of such appointments, even though one party has im-

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(*x*) *Russell v. Russell*, 14 Ch. Div. 471.

(*y*) *Trainor v. Phoenix Fire Insurance Co.*, 8 Times L. R. 37.

(*z*) *Kenworthy v. Queen Insurance Co.*, 8 Times L. R. 211.

(*a*) *London, Chatham & Dover Ry. Co. v. South Eastern Ry. Co.*, 40 Ch. Div. 100.

(*b*) *Chappell v. North*, (1891) 2 Q. B. 252.

(*c*) *Fetherstone v. Cooper*, 9 Ves. 67.

(*d*) *Eastham v. Tyler*, 2 Bail Ct. Rep. 136.

properly revoked the submission (e). It is desirable that the notice should inform the party that if he do not attend the arbitrator will proceed in his absence (f). And if this be not done, and one of the parties fail to attend, it will be advisable for the arbitrator to adjourn the meeting (g). If, however, after proper notice has been given him, one of the parties fails to attend the meetings, the arbitrator will be justified in proceeding in his absence (h).

Conduct of  
case.

The arbitrator has a general discretion as to the method in which the case shall be conducted (i), and may decide whether or not he will take a view of any premises forming the subject of the inquiry (k). He must be careful, however, not to exclude any one from the inquiry whose presence or assistance either of the parties may desire, without good reason for so doing. In *Haigh v. Haigh* (l), Lord Justice Turner said:—"I certainly do not mean to lay it down that an arbitrator is bound to submit to insults from those who attend him, but I think that before he excludes any one from attending on behalf of any of the parties interested, he is bound to ascertain that there is good reason for the exclusion, and to take the best care he can that the party who is affected by the exclusion is not prejudiced by it."

Counsel.

If either party intend to appear by counsel before the

(e) *In re Kyle*, 2 Jur. 760.

(f) *Gladwin v. Chilcote*, 9 D. P. C. 550.

(g) *Angus v. Smithies*, 2 F. & F. 381; *In re Morphet*, 2 D. & L. 967.

(h) *Scott v. Van Sandau*, 6 Q. B. 237; *Tryer v. Shaw*, 27 L. J. Ex. 320.

(i) *Tillam v. Copp*, 5 C. B. 211; *In re Macqueen*, 9 C. B. N. S. 793.

(k) *Munday v. Black*, 9 C. B. N. S. 557. Where the submission requires the arbitrator to view the premises, and he does so, he need not recite it in the award: *Spence v. Eastern Counties Ry. Co.*, 7 D. P. C. 697.

(l) 3 De G. F. & J. 157, 168.

arbitrator, it will be well to give notice of such intention to the other side, or an adjournment may be asked for (*m*).

It is enacted by the Arbitration Act, 1889 (*n*), that unless the contrary is stated the following provision shall be implied in the submission so far as applicable to the reference.

“The parties to the reference, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbitrators or umpire, on oath or affirmation, in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrators or umpire, all books, deeds, papers, accounts, writings, and documents within their possession or power respectively, which may be required or called for, and do all other things which during the proceedings on the reference the arbitrators or umpire may require. And also (*o*), that the witnesses on the reference shall, if the arbitrators or umpire think fit, be examined on oath or affirmation.”

Evidence of parties.

Witnesses.

And it is provided by the same Act (*p*), that any party to a submission may sue out a writ of *subpœna ad testificandum* or of *subpœna duces tecum*, but no person shall be compelled under any such writ to produce any document which he could not be compelled to produce on the trial of an action.

If a document is material to the matter in question it may be protected from production on any of the following grounds:—

Document, when protected.

1. That it would tend to incriminate the party or expose him to the risk of any kind of punishment, whether it be by way of penalties, forfeiture, or ecclesiastical censure (*q*).

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(*m*) *Whatley v. Morland*, 2 O. & M. 347.

(*n*) 52 & 53 Vict. c. 49, s. 2, and first schedule, clause (*f*).

(*o*) *Ibid.* first schedule, clause (*g*).

(*p*) *Ibid.* s. 8.

(*q*) *Redfern v. Redfern*, (1891) P. 139.



2. On the ground of legal professional privilege.
  - (a) Professional communications between the client and his legal adviser (*r*).
  - (b) When there is litigation anticipated documents made for the purpose of furnishing to the solicitor evidence to enable him to conduct the litigation. But this does not include communications from the client's agent (*s*).
3. That it discloses the party's evidence or the names of his witnesses (*t*). As to title-deeds, where they form part of the plaintiff's case he must discover them (*u*); but the defendant in an ejectment action cannot be made to do so (*v*).
4. That they are public official documents and that their disclosure would be injurious to the public interest (*w*).

It is, however, for the arbitrators and not one of the parties to decide whether or not particular documents are material (*x*).

Affidavit of documents.

The High Court has no jurisdiction to grant an order for an affidavit of documents even when the arbitration takes place under an order of the Court, the whole jurisdiction as to discovery being in the hands of the arbitrator (*y*).

Bankers' books.

Under the Bankers' Books Evidence Act (*z*) copies of bankers' books are evidence of the books before arbitrators, and may be verified by oral evidence or by affidavit.

(*r*) *Minet v. Morgan*, L. R. 8 Ch. 361.

(*s*) *Anderson v. Bank of Columbia*, 2 Ch. D. 644.

(*t*) *Bidder v. Bridges*, 29 Ch. D. 29; *Cayley v. Sandycroft*, 33 W. R. 577.

(*u*) *Cayley v. Sandycroft Co.*, 33 W. R. 577.

(*v*) *Lyell v. Kennedy*, 8 App. Cas. 217.

(*w*) *Henessy v. Wright*, 21 Q. B. D. 509.

(*x*) *Arbuckle v. Price*, P. C., 4 Dowl. 174.

(*y*) *Penrice v. Williams*, 23 Ch. D. 353.

(*z*) 42 & 43 Vict. c. 11.

The Arbitration Act, 1889 (*a*), also provides that (1) “the Court or a judge may order that a writ of *subpœna ad testificandum* or of *subpœna duces tecum* shall issue to compel the attendance before an official or special referee, or before any arbitrator or umpire, of a witness, wherever he may be within the United Kingdom; and (2) the Court or a judge may also order that a writ of *habeas corpus ad testificandum* shall issue to bring up a prisoner for examination before an official or special referee, or before any arbitrator or umpire.” Thus providing for securing, on an English arbitration, the attendance of witnesses in Scotland and Ireland. There is, however, no jurisdiction to issue a commission for the examination of persons abroad, under a submission to arbitration by agreement between the parties (*b*); but it is otherwise when the arbitration takes place under a statute, as where a dissentient shareholder’s interest is being ascertained under the Companies Act, 1862, and in such a case a commission may issue (*c*).

Subpœna  
within United  
Kingdom.

The arbitrators or umpire have power, unless the submission express a contrary intention, to administer oaths to, and take the affirmations of, the parties and witnesses appearing (*d*); and any person wilfully and corruptly giving false evidence before any referee, arbitrator, or umpire is guilty of perjury as if the evidence had been given in open Court, and may be dealt with, prosecuted, and punished accordingly (*e*). And the manufacturing of false evidence before an arbitrator, not amounting to perjury, has been held a criminal offence (*f*).

Administer-  
ing oaths, &c.

Perjury.

The parties appearing before an arbitrator and the witnesses being compellable to attend are protected from

Arrest.

(*a*) 52 & 53 Vict. c. 49, s. 18.

(*b*) *In re Shaw and Ronaldson*, (1892) 1 Q. B. 91 (C. A.).

(*c*) *In re Mysore West Gold Mining Co.*, 42 Ch. D. 535.

(*d*) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 7.

(*e*) *Ibid.* s. 22.

(*f*) *Reg. v. Vreones*, (1891) 1 Q. B. 360.

arrest, even though no action be pending, in the same manner as in the case of a trial at law (*g*). And this protection extends during the adjournment of the arbitration, whether on the same day (*h*) or from day to day, but not if many days elapse before the next meeting (*i*).

**Evidence.** Arbitrators are bound by those rules of evidence which govern courts of law (*k*).

**Admissibility.** It has long been considered that the arbitrator's decision as to the admissibility of evidence was final, and that his award could not be impeached on the ground that he had decided wrongly as to the admissibility of certain evidence (*l*); and probably when the award was once made the Court would now, in the exercise of its discretion, refuse to disturb it on that ground (*m*). If, however, the evidence were of sufficient importance, the question of its admissibility would be one on which the arbitrator might fairly be asked to state a case under sect. 7 of the Act, or on which the Court would direct him to do so under sect. 19 (*n*).

**Taking evidence.**

The arbitrator, however, must be careful to see that each party has an opportunity of being heard before him (*o*), even though he be a mercantile arbitrator, and must take any evidence adduced by the parties, which is admissible, even though he may think he has already sufficient evidence before him (*p*), or the award will be liable to be set aside,

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(*g*) *Webb v. Taylor*, 1 Dowl. & L. 676.

(*h*) *Ex parte Temple*, 2 Ves. & B. 395.

(*i*) *Spencer v. Newton*, 6 A. & E. 623.

(*k*) *A.-G. v. Davison*, M'Clcl. & Y. 160.

(*l*) *Hagger v. Baker*, 14 M. & W. 9; *Eastern Counties Ry. Co. v. Robertson*, 6 M. & G. 38; *Perryman v. Steggall*, 2 D. P. C. 726; *Armstrong v. Marshall*, 4 D. P. C. 593; *Symes v. Goodfellow*, 4 D. P. C. 642.

(*m*) *James v. James*, 23 Q. B. Div. 12.

(*n*) *East and West India Dock Co. v. Kirk*, 12 App. Cas. 738.

(*o*) *Thorburn v. Barnes*, L. R. 2 C. P. 384; *In re Brook*, 15 C. B. N. S. 403; *Anon.*, 2 Chit. 44.

(*p*) *In re Brook, Delcomyn and Badart*, 33 L. J. C. P. 246.

though, perhaps, he has some discretion as to the quantity of evidence he will receive (*q*). It is, however, a matter entirely in the discretion of the arbitrator whether he will or will not postpone the reference in order to give one of the parties an opportunity of bringing a witness from abroad (*r*), and he may refuse to hear fresh evidence from a party who has definitely closed his case, if no evidence has been called on the other side (*s*).

The witnesses should be examined in the presence of both parties, as if the arbitrator receive evidence in the absence of either party the award may be set aside (*t*), or at least remitted to the arbitrator (*u*). Nor can the examination of witnesses in the absence of both parties be justified (*w*). Lord Cranworth stated his opinion, in the House of Lords, that "an arbitrator misconceives his duty if he, in any the minutest respect, takes upon himself to listen to evidence behind the back of a party who is interested in controverting, or is entitled to controvert it" (*x*). If, however, the evidence be taken in the absence of one party by his consent, he cannot afterwards object to the award on that ground (*y*). Evidence,  
how taken.

Where the arbitrators fail to agree and call in the umpire, the umpire must, if requested to do so by either of the parties, rehear the evidence that was given before the Proceedings  
before umpire.

(*q*) *Nickalls v. Warren*, 6 Q. B. 615, 618.

(*r*) *Ginder v. Curtis*, 14 C. B. N. S. 732; and cf. *Larchin v. Ellis*, 11 W. R. 281.

(*s*) *Hemming v. Parker*, 13 L. T. 795.

(*t*) *In re Hick*, 8 Taunton, 694; *Walker v. Frobisher*, 6 Ves. 70; *Fetherstone v. Cooper*, 9 Ves. 67. A contrary view was at one time taken in the Common Pleas: see *Atkinson v. Abraham*, 1 B. & P. 175; *Bignall v. Gale*, 2 M. & G. 830; but these cases must be taken as overruled: *Dobson v. Groves*, 6 Q. B. 637.

(*u*) *Anning v. Hartley*, 27 L. J. Ex. 145.

(*w*) *Plews v. Middleton*, 6 Q. B. 845.

(*x*) *Drew v. Drew*, 2 Macqueen, 1, 8.

(*y*) *Ibid.*; *Hamilton v. Bankin*, 3 De G. & S. 782.

arbitrators (z). It is, however, competent for the parties to waive their right to have the matter re-heard if they think fit, and to allow the umpire to decide on reading the notes of evidence taken down by the arbitrators (a); or a shorthand writer's notes of evidence signed by the arbitrators (b). It is, therefore, desirable that proper notice should be given to the parties by the umpire to enable them to lay before him anything they may desire (c).

### *The Award.*

Unless the contrary is expressed, the following provisions contained in the First Schedule to the Act are to apply so far as applicable (d):—

Time for  
making  
award.

“c. The arbitrators shall make their award in writing within three months after entering on the reference, or after having been called upon to act by notice in writing from any party to the submission, or on or before any later day to which the arbitrators by any writing signed by them may from time to time enlarge the time for making the award.

When umpire  
to enter on  
reference.

“d. If the arbitrators have allowed their time or extended time to expire without making an award, or have delivered to any party to the submission or to the umpire a notice in writing stating that they cannot agree, the umpire may forthwith enter on the reference in lieu of the arbitrators.

Award of  
umpire.

“e. The umpire shall make his award within one month after the original or extended time appointed for making the award of the arbitrators has expired, or on or before any later day to which the umpire by any writing signed

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(z) *Jenkins v. Leggo*, 1 D. N. S. 277; *In re Salkeld*, 4 P. & D. 732; *In re Templeman*, 9 D. P. C. 962.

(a) *In re Salkeld*, 4 P. & D. 732.

(b) *In re James*, 5 B. & Ad. 488.

(c) See *Potter v. Newman*, 2 C. M. & R. 742; and *In re Templeman*, 9 D. P. C. 962.

(d) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 2.

by him may from time to time enlarge the time for making his award."

If the time expire without any enlargement being made, or if an invalid enlargement be made, and the parties subsequently attend before the arbitrator without taking any objection, they cannot afterwards object to the award on the ground that the arbitrator's authority had determined (*e*); but such attendance will not empower the arbitrator to make further enlargements by himself alone (*f*). And after the case is closed and the time expired a request to the arbitrator to consider new matter has been held to imply a consent to extend the time (*g*).

And by sect. 9 of the Act the time for making an award may from time to time be enlarged by order of the Court or a judge, whether the time for making the award has expired or not: this order being usually obtained on summons. If the arbitrator make his award after the time has expired, and the Court subsequently enlarge the time, the effect is to ratify what has been done by the arbitrator without authority, and to render valid any step taken down to the time limited by the order of the Court (*h*).

Enlargement  
of time by the  
Court.

Where the time for making an award is enlarged, the enlargement shall be deemed to be for one month, unless a different time be specified in the order (*i*).

Unless the submission expresses a contrary intention, it is provided (*k*) that the award to be made by the arbitrators or umpire shall be final and binding on the parties and the persons claiming under them respectively.

Award to be  
final.

(*e*) *In re Hick*, 8 Taunt. 694; *Hallett v. Hallett*, 7 Dowl. 389; *Palmer v. Met. Ry. Co.*, 31 L. J. Q. B. 259.

(*f*) *Mason v. Wallis*, 10 B. & C. 107.

(*g*) *Rex v. Hill*, 7 Price, 636.

(*h*) *Lord v. Lee*, L. R. 3 Q. B. 404; *Warner v. Powell*, L. R. 3 Eq. 261.

(*i*) Rules of the Supreme Court, Ord. LXIV. r. 14 a.

(*k*) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 2, and first schedule, clause (h).

Award in  
form of case.

The arbitrator, however, may (*l*), unless the contrary be expressed, (1) state an award as to the whole or part thereof in the form of a special case for the opinion of the Court (*m*), or (2) correct in an award any clerical mistake or error arising from any accidental slip or omission.

No precise form of words is necessary to constitute an award; it is sufficient if the arbitrator expresses by it a decision on the matter submitted to him (*n*), and it may be in the form of an opinion (*o*), and even a request to one party to pay a sum of money has been held sufficient (*p*).

Stamp.

By the Stamp Act, 1891 (*q*), an award in England or Ireland, and an award or decret arbitral in Scotland, must be stamped as follows:—

(1) In any case in which an amount or value is the matter in dispute (*r*):—

Where no amount is awarded or the amount					£	s.	d.
or value awarded does not exceed £5					.	0	0 3
Where the amount or value awarded—							
Exceeds	£5	and does not exceed	£10	.	.	0	0 6
„	£10	„	£20	.	.	0	1 0
„	£20	„	£30	.	.	0	1 6
„	£30	„	£40	.	.	0	2 0
„	£40	„	£50	.	.	0	2 6
„	£50	„	£100	.	.	0	5 0
„	£100	„	£200	.	.	0	10 0
„	£200	„	£500	.	.	0	15 0
„	£500	„	£750	.	.	1	0 0
„	£750	„	£1,000	.	.	1	5 0
„	£1,000	.	.	.	.	1	15 0
(2)	In any other case			.	.	1	15 0

(*l*) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 7.  
(*m*) As to stating a case, see *post*, p. 169.  
(*n*) *Lock v. Vulliamy*, 5 B. & Ad. 600; *Wykes v. Shipton*, 3 N. & Man. 240.  
(*o*) *Matson v. Trower*, R. & M. 17.  
(*p*) *Smith v. Hartley*, 10 C. B. 800.  
(*q*) 54 & 55 Vict. c. 39, sched. 1.  
(*r*) Formerly the stamp was payable on the amount of the matter in dispute.

The appointment of an umpire in writing by the arbitrators, however, requires no stamp (*s*).

### *Stating a Case.*

There is no appeal from the award of an arbitrator, even though his decision involves matters of law, provided he has acted honestly (*t*), but provision is made for the statement of a case on any point of law. “Any referee, arbitrator, or umpire, may, at any stage of proceedings under a reference, and shall, if so directed by the Court or a judge, state in the form of a special case, for the opinion of the Court, any question of law arising in the course of the reference” (*u*). Court may order case.

This power to order a case to be stated by the arbitrator applies to arbitrations under the Building Societies Act, 1874 (*w*). In a case where at an early stage of the proceedings the arbitrators refused to state a case on a question as to the construction of an agreement, the Court declined to order a case, holding that the mere fact of there being a question of law to be decided was not a sufficient ground for a case to be ordered, unless there was some evidence that the arbitrators were going beyond their jurisdiction, or were about to act contrary to the law (*x*).

We have seen that the arbitrator may state his award as to the whole or part thereof, in the form of a special case, for the opinion of the Court (*y*). Award in form of case.

In stating a case on a point of law, the arbitrators should set forth such facts as are necessary to enable the Case, how to be stated.

(*s*) *Routledge v. Thornton*, 4 Taunt. 704.

(*t*) *Darlington Waggon Co. v. Harding*, 7 Times L. R. 106. The report in the Law Reports does not touch this point.

(*u*) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 19.

(*w*) *In re Knight and Tabernacle Permanent Building Society*, (1891) 2 Q. B. 63; aff. by H. L., (1892) W. N. 98.

(*x*) *In re Gray & Co. and Boustead & Co.*, 8 Times L. R. 703.

(*y*) Arbitration Act, 1889, s. 7.



Court to determine the question of law (z). He should not, however, set out the evidence, leaving the Court to draw inferences of fact, but should state what facts he finds (a). And he must find the facts definitely (b).

Where important questions were involved in the arbitrator's decision, the Court ordered the arbitrator to state a case after he had made his award, showing his reasons for the decision given by him (c). In another case, where the reference was ordered by the Court, the order of reference contained a direction to the referee to state a case on any question of law that might arise (d).

If the Court disapprove the decision of an arbitrator, it has no power to alter it, and can only send it back to the arbitrator or set it aside (e).

Appeal.

There is no appeal from the decision of the High Court on a case stated during the reference under sect. 20 of the Arbitration Act, 1889 (f); but if the award be stated in the form of a special case under sect. 7 an appeal will lie from the decision of the High Court thereon (g).

Judgment,  
whether final.

Where a case was stated under the Common Law Procedure Act, 1854, an appeal lay from the decision of the High Court (h); and for the purposes of such appeal, if the case had to go back to the arbitrator after the decision of the Court, the decision was interlocutory (i); but if the matter were concluded by the decision of the Court, and did not need to be sent back to the arbitrator, it was final (j).

(z) *Sheridan v. Nagle*, 6 Ir. R. C. L. 110.

(a) *Jephson v. Howkins*, 2 Man. & G. 366.

(b) *Ferguson v. Norman*, 4 Bing. N. C. 52.

(c) *In re Gough and Mayor of Liverpool*, 6 Times L. R. 453.

(d) *Parks v. Eames*, (1890) W. N. 143.

(e) *Gough v. Mayor of Liverpool*, 7 Times L. R. 581.

(f) *In re Knight and Tabernacle Building Society*, 8 Times L. R. 783.

(g) *Ibid.*; *Gough v. Mayor of Liverpool*, 7 Times L. R. 581.

(h) *Bidder v. North Staff. Ry. Co.*, 4 Q. B. Div. 412.

(i) *Collins v. Paddington Vestry*, 5 Q. B. D. 368.

(j) *Shubbrook v. Tuffnell* (C. A.), 46 L. T. 749.

*Remitting to Arbitrators.*

Section 10 of the Arbitration Act, 1889, gives power to the Court to remit the reference to the arbitrators. It provides—

“(1) In all cases of reference to arbitration, the Court or a judge may from time to time remit the matters referred, or any of them, to the reconsideration of the arbitrators or umpire. Power to remit.

“(2) Where an award is remitted, the arbitrators or umpire shall, unless the order otherwise directs, make their award within three months after the date of the order.”

If the arbitrators go outside the subject-matters of the reference it will be a ground for remitting the reference to them (*k*); but if they have kept themselves substantially to the matter referred to them the Court will not interfere, especially if the objection was not taken before the arbitrators (*l*).

As to whether an arbitrator is bound to receive fresh evidence when a case is remitted to him, the cases are not very satisfactory. The general conclusion to be gathered from them is that when the award is remitted for some specific alteration or addition (*m*), or because it is in some respect uncertain (*n*), the arbitrator need not hear further evidence. But that if it be remitted on any question of substance he should do so if the parties are desirous of bringing anything further before him (*o*). Fresh evidence.

(*k*) *Hooper v. Balfour*, 62 L. T. 646; *In re Green and Balfour*, 63 L. T. 97, 325.

(*l*) *In re McLean and Marcus*, 6 Times L. R. 355; *In re Brandt and Boucher*, 7 Times L. R. 140.

(*m*) *In re Huntley*, 1 Ell. & B. 787; *Johnson v. Latham*, 20 L. J. Q. B. 236; *Baker v. Hunter*, 16 M. & W. 672.

(*n*) *In re Morris*, 6 Ell. & B. 383.

(*o*) *Nickalls v. Warren*, 6 Q. B. 615.

*Setting aside Award.*

Misconduct of  
arbitrator.

By sect. 11 of the Arbitration Act, 1889 :—

“ 1. Where an arbitrator or umpire has misconducted himself, the Court may remove him.

“ 2. Where an arbitrator or umpire has misconducted himself, or an arbitration or award has been improperly procured, the Court may set the award aside.”

Time.

An application to set aside an award may be made at any time before the last day of the sittings next after such award has been made and published to the parties (*p*). The application is by motion, notice of motion to state the grounds of the application. Notice of motion given before the last day of the sittings is the beginning of an application (*q*). The time may be extended by an order of the Court or a judge (*r*), but not by consent of the parties (*s*). Vice-Chancellor Malins (*t*) thought that the arbitrators need not be served with the notice of motion to set aside the award.

It is, however, competent for the parties to agree that an award shall not be set aside on the ground of fraud on the part of the arbitrator, such an agreement not being against public policy, provided there is no fraud on the part of either of the parties (*u*).

Misconduct.

The award will be set aside if it appears that the arbitrator was interested in the subject-matter (*w*). And so where the two arbitrators differed and called in and sat

(*p*) Rules of Supreme Court, Ord. LXIV. r. 14.

(*q*) *Ibid.* Ord. LII. r. 4.

(*r*) *In re Gallop and Central Queensland Co.*, 25 Q. B. D. 230.

(*s*) Under Ord. LXIV. r. 7 : see *In re Oliver and Scott's Arbitration*, 43 Ch. D. 310.

(*t*) *Moseley v. Simpson*, L. R. 16 Eq. 226.

(*u*) *Tullis v. Jacson*, (1892) W. N. 160.

(*w*) *Earl v. Stocker*, 2 Vern. 251 ; *Kemp v. Rose*, 1 Giff. 258 ; *Kimberley v. Dick*, L. R. 13 Eq. 1 ; and cf. *Nuttall v. Mayor of Manchester*, 8 Times L. R. 513.

with the umpire, who afterwards made the award, and it appeared that one of the arbitrators was interested in it, the award was set aside, although made by the umpire, who was not so interested (*x*). And if the parties, after discovering the arbitrator's interest in the subject-matter, allow the arbitration to proceed without objection, they may be held to have waived their right to object on that ground (*y*).

And where there are three arbitrators, the exclusion of one by the other two is misconduct for which the award would be set aside (*z*).

Infamy, *i.e.*, perjury or fraud on the part of the arbitrator is also a ground on which he will be removed or the award set aside (*a*). Infamy.

The award may be set aside if the arbitrator delegate his authority (*b*), but this does not prevent him from receiving as evidence the opinions of skilled persons (*c*). Delegating authority.

Such misconduct, however, must be clearly proved, mere suspicion is not enough (*d*). And evidence of an admission out of Court by an arbitrator, before witnesses, that he made his award improperly—as, for example, by collusion or in consequence of a bribe—is not admissible in support of an application to set aside the award. Such an admission must be made to the Court itself (*e*).

(*x*) *Blanchard v. Sun Fire Office*, 6 Times L. R. 365.

(*y*) *Clout v. Met. Ry. Co.*, 46 L. T. 141.

(*z*) *Chicot v. Lequesne*, 2 Ves. 315; *Barton v. Knight*, 2 Vern. 514.

(*a*) *Beddow v. Beddow*, 9 Ch. D. 89.

(*b*) *Lingood v. Eade*, 2 Atk. 502; *Haigh v. Haigh*, 31 L. J. Ch. 420.

(*c*) *Cal. Ry. Co. v. Lockhart*, 3 Macq. H. L. 808; *Emery v. Wase*, 5 Ves. 848; *Anderson v. Wallace*, 3 Ol. & F. 26; *Hopcraft v. Hickman*, 2 S. & S. 130.

(*d*) *Moseley v. Simpson*, L. R. 16 Eq. 226.

(*e*) *In re Whiteley and Roberts' Arbitration*, (1891) 1 Ch. 558.

It is not proposed to go into all the cases in which awards were set aside prior to the Arbitration Act, 1889. The powers now possessed by the Court are so much greater since that Act, that in many cases where the Court would formerly have been compelled to set aside the award it might now find some other means of doing justice to the parties, as by directing the arbitrator to state a case for its opinion.

*Enforcing Award.*

Enforcing  
award.

Under the Arbitration Act, 1889 (*f*), an award on a submission may, by leave of the Court or a judge, be enforced in the same manner as a judgment or order to the same effect. And the Rules of the Supreme Court provide (*g*) that an award may, with the leave of the Court or a judge, and on such terms as may be just, be enforced at any time, though the time for moving to set it aside has not yet elapsed.

Evidence of  
arbitrator.

It has been decided by the House of Lords (*h*) that an arbitrator can be called as a witness in a legal proceeding to enforce his award; he may be asked questions as to what passed before him, and as to what matters were presented to him for consideration; but no questions can be put to him as to what passed in his own mind when exercising his discretionary power on the matters submitted to him.

Also the Court will admit the evidence of an arbitrator in explanation of his award where it appears there has been some mistake on his part (*i*).

If, however, an arbitrator's award has not been taken up he is privileged from producing, as a witness, either the award, the submission, or papers obtained by him from

(*f*) Sect. 12.

(*g*) Ord. XLII. r. 31 a.

(*h*) *Bucpleugh v. Met. Board of Works*, L. R. 5 H. L. 418. See also *Anon.*, 3 Atk. 644; *Ponsford v. Swaine*, John. & H. 433.

(*i*) *In re Dare Valley Ry. Co.*, L. R. 6 Eq. 429.

experts for his guidance, and from disclosing the contents of the award; but arbitrators are bound to produce documents handed to them during the investigation by the party who calls them (*k*).

### *Costs.*

Unless the contrary is expressed in the submission it is provided (*l*), that “the costs of the reference and the award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs, or any part thereof, shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client.” And this applies under a submission dated prior to the Act where the arbitration took place after the Act (*m*).

And with regard to orders made under the Arbitration Act, 1889, it is provided (*n*), that “any order made under this Act may be made on such terms as to costs or otherwise as the authority making the order thinks just.”

Costs under  
Arbitration  
Act.

But the decision of the Court on a special case stated by the arbitrator in the course of the reference is not an “order” so as to enable the Court to order payment of the costs of the special case. Such costs are costs of the reference, and therefore the arbitrator may direct by whom they are to be paid, unless the contrary be provided in the submission (*o*).

### *Miscellaneous Provisions.*

The Arbitration Act, 1889, is to apply to any arbitration to which the crown is a party, but is not to compel

Crown to be  
bound.

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(*k*) *Ponsford v. Swaine*, John. & H. 433.

(*l*) Arbitration Act, 1889 (52 & 53 Vict. c. 49), s. 2, and first schedule, clause (i).

(*m*) *In re Williams and Stepney's Contract*, (1891) 2 Q. B. 257.

(*n*) Sect. 20.

(*o*) *In re Knight and Tabernacle Building Society*, 8 Times L. R. 783.

the crown to submit to a reference without its consent, nor is the Act to affect the law as to costs payable by the crown (*o*).

The Act is not to affect any arbitration pending at the commencement of the Act [*i. e.*, 1st of January, 1890 (*p*)], but applies to any arbitration commenced after the commencement of the Act under any agreement or order made before the commencement of the Act (*q*); and so it applies to an arbitration held since 1st January, 1890, under a submission made before that date (*r*).

The Act also contains the following definitions (*s*):—

“Submission” means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not.

“Court” means her Majesty’s High Court of Justice.

“Judge” means a judge of her Majesty’s High Court of Justice.

“Rules of Court” mean the Rules of the Supreme Court made by the proper authority under the Judicature Acts.

Rules of Court may be made conferring on a Master the powers of a judge (*t*).

The Act repeals the prior enactments relating to arbitrations (*u*), and does not extend to Scotland or Ireland (*v*). It may be cited as the Arbitration Act, 1889 (*w*).

(*o*) 52 & 53 Vict. c. 49, s. 23.

(*p*) *Ibid.* s. 29.

(*q*) *Ibid.* s. 25.

(*r*) *In re Williams and Stepney*, (1891) 2 Q. B. 257.

(*s*) 52 & 53 Vict. c. 49, s. 27.

(*t*) *Ibid.* s. 21.

(*u*) *Ibid.* s. 26.

(*v*) *Ibid.* s. 28.

(*w*) *Ibid.* s. 30.

*References under Order of Court.*

The following provisions of the Arbitration Act, 1889, apply to references under order of Court :—

Sect. 13 “(1). Subject to Rules of Court (*w*), and to any right to have particular cases tried by a jury, the Court or a judge may refer any question arising in any cause or matter, other than a criminal proceeding by the Crown, for inquiry or report to any official or special referee.

“(2) The report of an official or special referee may be adopted wholly or partially by the Court or a judge, and if so adopted may be enforced as a judgment or order to the same effect.”

Sect. 14. “In any cause or matter (other than a criminal proceeding by the Crown)—

- (a) If all the parties interested who are not under any disability consent; or
- (b) If the cause or matter requires any prolonged examination of documents, or any scientific or local investigation, which cannot, in the opinion of the Court or a judge, conveniently be made before a jury or conducted by the Court through its ordinary officers; or
- (c) If the question in dispute consists wholly or in part of matters of account;

the Court or a judge may at any time order the whole cause or matter, or any issue of fact arising therein, to be tried before a special referee or arbitrator respectively agreed on by the parties, or before an official referee or officer of the Court.

“A reference of ‘all matters in difference’ between the parties is not within this section, and can only be made by consent” (*x*).

Sect. 15 “(1). In all cases of reference to an official or special referee or arbitrator under an order of the Court or a judge in any cause or matter, the official or special referee or arbitrator shall be deemed to be an officer of the Court, and shall have such authority, and shall conduct the reference in such manner as may be prescribed by rules of Court (*y*), and subject thereto as the Court or judge may direct.

Powers and remuneration of arbitrators.

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(*w*) See Rules of Supreme Court, Ord. XXXVI. rr. 6, 52 a, and 55 c.

(*x*) *Darlington Waggon Co. v. Harding*, (1891) 1 Q. B. 245.

(*y*) See Ord. XXXVI. r. 45 *et seq.*



“(2) The report or award of any official or special referee or arbitrator on any such reference shall, unless set aside by the Court or a judge, be equivalent to the verdict of a jury.

“(3) The remuneration to be paid to any special referee or arbitrator, to whom any matter is referred under order of the Court or a judge, shall be determined by the Court or a judge.”

Where an award had not been taken up and the arbitrator taxed his costs under this section he was held entitled to recover them from the parties(z).

Sect. 16. “The Court or a judge shall, as to references under order of the Court or a judge, have all the powers which are by this Act conferred on the Court or a judge as to references by consent out of Court.”

Sect. 17. “Her Majesty’s Court of Appeal shall have all the powers conferred by this Act on the Court or a judge thereof under the provisions relating to references under order of the Court.”

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(z) *Willis v. Wakeley*, 7 Times L. R. 604.

## PART THE SECOND.

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*PROVISIONAL ORDERS OF THE BOARD OF  
TRADE, AS SANCTIONED BY PARLIAMENT,*  
CONTAINING  
THE CLASSIFICATION OF MERCHANDISE TRAFFIC  
AND  
THE SCHEDULE OF MAXIMUM RATES AND CHARGES  
APPLICABLE THERETO.

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*An Act to confirm a Provisional Order made by the  
Board of Trade under the Railway and Canal  
Traffic Act, 1888, containing the Classification  
of Merchandise Traffic, and the Schedule of  
Maximum Rates and Charges applicable thereto,  
of the [London and North Western (a)] Rail-  
way Company, and certain other Railway Com-  
panies connected therewith.*

WHEREAS under the Railway and Canal Traffic Act, 1888, the Board of Trade embodied in a  
provisional order the classification of merchandise  
traffic and schedule of maximum rates and charges,

51 & 52 Vict.  
c. 25, s. 24.

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(a) Instead of the words "London and North Western," there may be here substituted the name of any company to which a provisional order applies.

including all terminal charges which, in the opinion of the Board of Trade, ought to be adopted by the [*London and North Western*] Railway Company, and the railway companies connected therewith, which are mentioned in the schedule to the said provisional order :

And whereas it is expedient that the provisional order, as set out in the schedule to this Act annexed, be confirmed by Act of Parliament :

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited as the [*London and North Western*] Railway Company (Rates and Charges) Order Confirmation Act, 1891(*b*).

Confirmation of Order in schedule.

2. The order, as set out in the schedule to this Act annexed, shall be and the same is hereby confirmed, and all the provisions of the said order in manner and form as they are set out in the said schedule shall, from and after the passing of this Act, have full validity and effect.

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(*b*) The short title to each railway company's Act will be found under the heading of that company in that part of this work dealing with special conditions and rates for goods and minerals, *post*, pp. 216 *et seq.*

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## SCHEDULE.

[LONDON AND NORTH WESTERN]  
RAILWAY COMPANY.

*Order of the Board of Trade under the Railway and Canal Traffic Act, 1888, embodying the classification of merchandise traffic and the authorised schedule of maximum rates and charges, including all terminal charges applicable to the said classification of the [London and North Western] Railway Company, and certain other railway companies connected therewith.*

1. This order may be cited as the [*London and North Western*] Railway Company (Rates and Charges) Order, 1891. Short title.

The short titles of the Orders confirmed in 1892 vary slightly in form from those confirmed in 1891, so in the case of each company the short title of the provisional order will be found in the part dealing with special conditions and rates, pp. 216 *et seq.*

2. This order shall come into force and have effect [on the 1st of August, 1892,] or such later date as the Board of Trade may by order direct, which date is in this order referred to as the commencement of this order. Commencement.

The date is 1st August, 1892, as printed, for the nine companies having a terminus in London, and for the other companies the 1st January, 1893. But as in the case of those nine companies the Board of Trade have extended the commencement to the 1st of January, 1893, all the provisional orders will come into force on the same day, viz., 1st January, 1893.

3. This order is to be read and construed subject in all respects to the provisions of the Railway and Canal Traffic Acts, 1873 and 1888, and of Interpretation.

any other Acts or parts of Acts incorporated therewith.

Schedule of  
maximum  
rates and  
charges.

4. From and after the commencement of this order the maximum rates and charges which the [*London and North Western*] Railway Company, and the railway companies connected therewith mentioned in the appendix to the schedule to this order in respect of railways mentioned in the said appendix, shall be entitled to charge and make in respect of merchandise traffic on the railways of the said companies, shall be the rates and charges specified in the schedule to this order annexed, and shall be subject to the classification, regulations and provisions set forth in the said schedule.

The appendix to each company's schedule is printed immediately before the maximum rates applicable to the company, *post*, pp. 216 *et seq.*

## ENGLISH RAILWAYS(c).

### GENERAL CONDITIONS.

*Schedule of Maximum Rates and Charges, and Classification of Merchandise Traffic applicable to the [London and North Western(d)] Railway Company and certain other Companies connected therewith.*

#### I.—MAXIMUM RATES AND CHARGES.

1. This schedule of maximum rates and charges shall be divided into six parts: Part I., containing the maximum rates and charges authorised in respect of the merchandise comprised in the

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(c) The North Eastern Railway has general conditions similar to the Scotch railways, *post*, p. 336.

(d) Or insert any railway to which a provisional order applies.

several classes of merchandise specified in the classification. Part II. and Part III., containing the maximum rates and charges authorised in respect of animals and carriages as therein mentioned. Part IV., specifying the exceptional charges mentioned in such part, and the circumstances in which they may be made. Part V., containing the rates and charges authorised in respect of perishable merchandise by passenger train, with the provisions and regulations which are to apply to such class of merchandise; and Part VI., containing the rates and charges authorised in respect of small parcels by merchandise train, with the provisions and regulations which are to apply to such parcels.

Part I. will be found for the various railway companies on pp. 216 to 327.

Parts II., III., IV., V., and VI., are identical for all the English railway companies, and will be found on pp. 208 to 215.

The following clauses (1 to 28 inclusive) are, except where specially mentioned, common to the schedules of all the English companies, and are hereafter referred to as the "general conditions," and may conveniently be divided as follows:—clauses 2 to 9 inclusive, and clause 22 (returned empties), specify what charges the company may make, and what services are covered by such charges in each case. General conditions.

Clauses 10 to 18 inclusive deal with the manner in which the rate is to be calculated.

Clauses 19 to 21 inclusive, and 23 to 28, are of a miscellaneous character.

It will be noticed that in these clauses a curious distinction is drawn between the expressions "carriage" and "conveyance." Carriage and conveyance.

To understand this and the following sections, it will be necessary to consider the charging powers of the majority of railway companies prior to the commencement of these provisional orders. As is well known, the contract of carriage usually entered into by railway companies is either for carriage of the goods from one station to another at a station-to-station rate, or for the carriage of the goods from the point of departure to the ultimate consignee at

a collection and delivery rate, and in practice a single gross charge is made in both cases.

Terminal  
question.

Traders' view.

But, in the first case, the services of the company are confined to acts performed on their own line, while in the second they act as carriers by road as well as by rail. The rate clauses of most companies' special Acts provided a maximum rate for conveyance which was to include the provision of trucks and locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading and unloading, covering collection and delivery, and every other service incidental to the duty or business of a carrier. Clauses similar to this occasioned much litigation, and raised what was called the terminal question. On the part of the traders, it was contended that the distinction in such clauses was virtually that above mentioned between station to station traffic, which was intended to be covered by the conveyance rate, and collection and delivery traffic, or traffic in which the company performed duties or services other than carriage by railway, and that the carrier for whose services the company might charge when performed by them in addition to their conveyance rate, meant a carrier to and from the railway as distinguished from a carrier on the line, and that, in this view, accommodation provided at the terminal station was not to be the subject of a separate charge (e).

Companies'  
view.

On the other hand, the railway companies maintained that a distinction of a much less simple character was intended. They said that in the early days of railway traffic the great carriers, such as Pickford, or Chaplin & Horne, had been in the habit of undertaking the carriage of goods, either owning the goods stations, or renting them from the railway companies, and bringing the goods to their stations and there sorting, loading, and labelling them, and receiving them again at the end of their transit by railway, sorting them in their goods sheds, and delivering them to the ultimate consignees, the railway company doing nothing but the haulage from point to point on the railway, while the carrier included in his charge sufficient to recoup himself for the provision of the goods stations and all the work of sorting, weighing, checking, labelling, clerkage, and other work necessary to prepare the goods for transit by railway. The railway companies contended that, having succeeded to the business of these large carriers and acquired their stations and goods sheds, they were entitled to charge their maximum rate for conveyance, for the haulage from point to point, and in addition thereto a reasonable sum for the

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(e) See an excellent statement of this view by Sir F. Peel in *Hall v. L. B. & S. C. Ry. Co.*, 15 Q. B. D. 514; 4 B. & Mac. 398.

provision of station accommodation, and the services rendered by them at their terminal stations, which had formerly been performed by Pickford or Chaplin & Horne, or the other carriers. This view has finally been upheld by the Court of Appeal (*f*), and there can be no doubt that it is the basis on which these provisional orders have been framed. Thus, under these provisional orders, when a railway company undertakes the carriage of goods at station-to-station rates, they are entitled to make:—

- (1.) A charge for conveyance or haulage from point to point, Conveyance.  
limited by the maximum conveyance rate (clause 2);
- (2.) A charge for station terminals, limited by the maximum Station  
station terminal for the particular class of goods (clause 3); terminal.
- (3.) A charge for services when rendered by the company at the Service  
terminal stations, limited in respect of each service by the terminal.  
appropriate maximum service terminal (clause 4);
- (4.) A charge for certain special services, if required by the Special  
trader, "by way of addition to the tonnage rate," which in- services.  
clude collection and delivery when the traffic is consigned at  
collection and delivery rates (clause 5);
- (5.) In the case of merchandise in Class A., when the traffic is Trucks.  
conveyed in the company's trucks, they may make a charge  
for the provision of trucks, limited by the maximum truck  
rate (clause 9).

2(*g*). The maximum rate for conveyance is the Maximum  
maximum rate which the company may charge conveyance  
for the conveyance of merchandise by merchan- rate.  
dise train; and, subject to the exceptions and  
provisions specified in this schedule, includes the  
provision of locomotive power and trucks by the  
company, and every other expense incidental to  
such conveyance not hereinafter provided for.  
Provided that—

- (a) 'The provision of trucks is not included in  
the maximum rates applicable to merchan-

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(*f*) *Sowerby v. G. N. Ry. Co.*, 7 B. & Mac. 156; affirming *Hall v. L. B. & S. C. Ry. Co.*, 5 B. & Mac. 28; 15 Q. B. D. 514. For an elaborate and careful statement of this view of the law, see the judgment of Wills, J., in that case, 5 B. & Mac. 30; 15 Q. B. D. 536.

(*g*) Clause 2 of the provisional order of the North Eastern Railway Company differs from this, and is similar to that of the Scotch companies. See *post*, p. 336.



dise specified in Class A. of the classification, and the company shall not be required to provide trucks for the conveyance of such merchandise, or for the conveyance of lime in bulk or salt in bulk, or of the following articles when carried in such a manner as to injure the trucks of the company; that is to say, ammoniacal liquor, creosote, coal tar, gas tar, gas water, or gravel tarred for paving.

- (b) Where, for the conveyance of merchandise, other than merchandise specified in Class A. of the classification, the company do not provide trucks, the rate authorised for conveyance shall be reduced by a sum which for distances not exceeding 50 miles, shall, in case of difference between the company and the person liable to pay the charge, be determined by an arbitrator to be appointed by the Board of Trade, and for distances exceeding 50 miles shall be the charge authorised to be made by the company for the provision of trucks when not included in the maximum rate for conveyance.

For the maximum rate which the company may make for the provision of trucks for merchandise, when not included in the maximum rate for conveyance, see clause 9 hereof. The maximum rates for conveyance for different companies vary in each case. They will be found under the heading of each particular company, together with any special conditions applicable to the company.

To ascertain by what schedule a particular railway is governed, reference must be made to the Index of Railways, p. 529.

A synopsis of the different rates will be found p. 453.

For short distances, less than six miles, see clause 11.

In estimating the distance for the purpose of fixing the maximum conveyance rate, no part of the railway is to be included which is subject to a charge for station terminal (clause 10).

For fractions of a mile, see clause 14.

3. The maximum station terminal is the maximum charge which the company may make to a trader for the use of the accommodation (exclusive of coal drops) provided, and for the duties undertaken by the company for which no other provision is made in this schedule, at the terminal station for or in dealing with merchandise, as carriers thereof, before or after conveyance. Maximum station terminal.

The maximum station terminals for each class of traffic will be found after the maximum rate for that class (see note to clause 2, *ante*).

Where a charge is made for station terminal, no portion of the railway which is subject to the charge for station terminal is to be included in estimating the conveyance rate (clause 10).

For the definition of a "terminal station," see clause 26.

The use of coal drops is a special service for which the company may make a reasonable charge (see clause 5).

4. The maximum service terminals are the maximum charges which the company may make to a trader for the following services, when rendered to or for a trader, that is to say, loading, unloading, covering, and uncovering merchandise, which charges shall, in respect of each service, be deemed to include all charges for the provision by the company of labour, machinery, plant, stores, and sheets. Provided that— Maximum service terminals.

Where merchandise conveyed in a separate truck is loaded or unloaded elsewhere than in a shed or building of the company, the company

may not charge to a trader any service terminal for the performance by the company of any of the said services if the trader has requested the company to allow him to perform the service for himself, and the company have unreasonably refused to allow him to do so. Any dispute between a trader and the company in reference to any service terminal charged to a trader, who is not allowed by the company to perform for himself the service, shall be determined by the Board of Trade.

The maximum service terminals for traffic in classes C. to 5 of the classification will be found after the maximum rate for each class of traffic : see note to clause 2, *ante*.

Service  
terminals for  
A. and B.

It will be observed that maximum service terminals are only fixed by these schedules in the case of traffic comprised in classes C. to 5 inclusive. When loading or unloading, covering or uncovering, merchandise is performed by the company for traffic in classes A. or B., such service becomes the subject of a special charge, for which a reasonable sum by way of addition to the tonnage rate may be exacted : see clause 5.

There is an important distinction between charges for service terminals made under this clause, and those made under clause 5 for special services. Except in the case of merchandise conveyed in a separate truck, and loaded or unloaded elsewhere than in a shed or building of the company, the trader has no option of performing the service himself, nor is there any provision made to enable the trader to dispense with any of these services which he may not require. Under clause 5, however, it is open to the trader to give notice to the company that he does not require any of the special services there mentioned, in which case no charge can be made by the company for their performance.

It is curious that under this clause any dispute with regard to a waggon loaded elsewhere than in a shed or building of the company is to be determined by the Board of Trade, whilst other disputes referred to in the provisional orders are to be determined by an arbitrator to be appointed by the Board of Trade. Having regard, however, to the Board of Trade Arbitrations Act, 1874 (see clause 25), the Board of Trade will be able to appoint any person to hold

an inquiry on their behalf, and the result will not be very dissimilar.

This clause makes no provision for the reduction of the maximum where the terminal services are performed partly by the company and partly by the trader; and it has been held under the old law that a carrier, whose men gave assistance to a railway company in the loading, unloading, and weighing of goods, voluntarily or for the carrier's own convenience, was not entitled to recover any allowance from the railway company in respect of such assistance (*g*). With regard to merchandise loaded or unloaded in the company's sheds, this would probably still be the law. But it is submitted that if the merchandise was loaded or unloaded elsewhere, and the trader had applied to be allowed to perform the service himself, the fact that he had been allowed partially to do so might fairly be taken into consideration by any arbitrator to whom a dispute under this section had been referred.

5. The company may charge for the services hereunder mentioned, or any of them, when rendered to a trader at his request or for his convenience, a reasonable sum, by way of addition to the tonnage rate. Any difference arising under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the instance of either party. Provided that where before any service is rendered to a trader he has given notice in writing to the company that he does not require it, the service shall not be deemed to have been rendered at the trader's request or for his convenience:—

Special  
services.

- (i.) Services rendered by the company at or in connexion with sidings not belonging to the company.
- (ii.) The collection or delivery of merchandise outside the terminal station.

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(*g*) *Edwards v. G. W. Ry. Co.*, 11 C. B. 588.

- (iii.) Weighing merchandise.
- (iv.) The detention of trucks, or the use or occupation of any accommodation, before or after conveyance, beyond such period as shall be reasonably necessary for enabling the company to deal with the merchandise as carriers thereof, or the consignor or consignee to give or take delivery thereof; or, in cases in which the merchandise is consigned to an address other than the terminal station beyond a reasonable period from the time when notice has been delivered at such address that the merchandise has arrived at the terminal station for delivery. And services rendered in connexion with such use and occupation.
- (v.) Loading or unloading, covering or uncovering merchandise comprised in Class A. or Class B. of the classification.
- (vi.) The use of coal drops.
- (vii.) The provision by the company of accommodation at a waterside wharf, and special services rendered thereat by the company in respect of loading or unloading merchandise into or out of vessels or barges where no special charge is prescribed by any Act of Parliament. Provided that charges under this sub-section shall for the purposes of sub-section (3) of section 33 of the Railway and Canal Traffic Act, 1888, be deemed to be dock charges.

See note to clause 4, *ante*.

The law relating to private sidings has been discussed *ante*, (i.) Sidings. pp. 24 to 28.

Under this clause a railway company would probably be justified in making a charge in respect of their engine proceeding for any distance along the siding to collect trucks, and also for any marshalling or shunting which they performed for the trader on his private siding; but if the trader had arranged his trucks properly, and as near to the entrance of the siding as was reasonably safe, the company would probably be unable to charge for going on to the line merely to attach the trader's trucks to their engine as a special service (*h*), such service being a reasonable facility.

Sect. 76 of the Railways Clauses Act, 1845, provides that, in the case of sidings made under that section, "the company shall take no rate, toll, or other moneys for the passing of passengers' goods or things along any branch" made under that section.

A private siding would not come within the definition of a terminal station (clause 26), but sidings made under agreement with a railway company would be subject to the terms of that agreement, and sidings provided by the company would be subject to the charges authorized by clause 7, *post* (*i*).

As to collection and delivery, see p. 50.

Hitherto a railway company have been allowed to make a charge to a trader for weighing his merchandise if they could prove an agreement with him that they should do so, either expressly or by implication (*k*); but in the absence of some agreement they could make no such charge (*l*). The fact of a railway company being now specifically empowered to make such a charge would seem to relieve the company of the onus of proving an agreement to pay the charge; but at the same time it is submitted that the company could be called upon to show that the weighing was done for the convenience or at the request of the trader, and not simply for the purpose of checking for the benefit of the company.

(ii.) Collection and delivery.  
(iii.) Weighing.

Sub-sect. 4 seems to authorize two separate charges: (1) a charge for demurrage for detention of trucks; (2) a charge for wharfage or warehousing.

(iv.) Detention of trucks.

The charge for wharfage or warehousing only arises after

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(*h*) *Watkinson v. Wrexham, Mold & Connah's Quay Ry. Co.*, 3 N. & Mac. 5; *Tharsis Sulphur & Copper Co. v. L. & N. W. Ry. Co.*, 3 N. & Mac. 455.

(*i*) See *ante*, p. 27.

(*k*) *L. & N. W. Ry. Co. v. Price*, 11 Q. B. D. 485.

(*l*) *Lanc. & York. Ry. Co. v. Gidlow*, 42 L. J. Ex. 129.

the expiration of the time reasonably necessary for the company to deal with the merchandise or the consignee to take delivery thereof.

It is not clear from the wording of the sub-section whether the charge for demurrage is subject to the same limitation, or whether any detention of trucks can be charged for.

It is believed that in practice charges for demurrage are not made until the expiration of a reasonable time after the arrival of the truck at its destination, and the fact of these two charges being grouped together in the same sub-section would seem to point to their being both subject to the limitation following them.

But even if this view be adopted, it is probable that the company might be entitled to make a charge if they allowed their trucks to be used on a trader's siding off their own line; and in a case before the old Railway Commissioners, where a railway company were in the habit of supplying waggons to traders who loaded and unloaded them on their own premises, and hauled them to and from the railway company's stations at their own expense, the company were held entitled to a reasonable charge in respect of the waggons having been used on places off their own line, and 1*d.* was thought to be a reasonable remuneration (*m*).

Where trucks belonging to a trader are detained by the company for an unreasonable length of time, he can now recover demurrage against the company. (See clause 6.)

(v.) Classes  
A. and B.

For loading, unloading, covering, and uncovering merchandise comprised in classes C. to 5, see clause 4, *ante*.

The fact of charges for loading and unloading, &c., merchandise in classes A. and B. being placed in this clause instead of clause 4, will have the effect of enabling the trader always to perform the service for himself if he desire to do so.

(vi.) Coal  
drops.

The Railway Commissioners have held 2*d.* per ton to be a reasonable charge for the use of coal drops, a small rent also being charged for the exclusive use of a particular coal drop (*n*); but where the company charged the consignee for the use of coal drops, and also tried to charge the consignor for the same, they were restrained from doing so (*o*).

(vii.) Wharves

Sect. 33 of the Traffic Act of 1888 provides for the division of rates, and sub-sect. 3 requires a railway company, on application being made, to distinguish the charges for conveyance for terminals and for dock charges: see p. 92, *ante*.

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(*m*) *Aberdeen Commercial Co. v. Gt. North. Sc. Ry. Co.*, 3 N. & Mac. 205.

(*n*) *Dunkirk Colly. Co. v. M. S. & L. Ry. Co.*, 2 N. & Mac. 402.

(*o*) *Ibid.*

6. Where merchandise is conveyed in trucks not belonging to the company, the trader shall be entitled to recover from the company a reasonable sum by way of demurrage for any detention of his trucks beyond a reasonable period, either by the company or by any other company over whose railway the trucks have been conveyed under a through rate or contract. Any difference arising under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the instance of either party.

Detention of trucks by the company.

For the converse case of detention of trucks by the trader, see clause 5, sub-s. (iv.), and note thereto.

A trader is entitled to have his empty trucks returned to him free of charge (clause 23).

7. Nothing herein contained shall prevent the company from making and receiving, in addition to the charges specified in the schedule, charges and payments, by way of rent or otherwise, for sidings or other structural accommodation provided or to be provided for the private use of traders, and not required by the company for dealing with the traffic for the purposes of conveyance, provided that the amount of such charges or payments is fixed by an agreement, in writing, signed by the trader, or by some person duly authorised on his behalf, or determined in case of difference by an arbitrator to be appointed by the Board of Trade.

Siding rent.

It is presumed that the word "conveyance" used in this section is to be understood in the technical sense in which it is used in clause 2 (see note to clause 1), and as distinguished from carriage.



Tranship-  
ment.

8. In respect of merchandise received from or delivered to another railway company having a railway of a different gauge, the company may make a reasonable charge for any service of transhipment performed by them, the amount of such charge to be determined in case of difference by an arbitrator to be appointed by the Board of Trade.

Use of trucks.

9 (1). The company may charge for the use of the trucks provided by them for the conveyance of merchandise, when the provision of trucks is not included in the maximum rates for conveyance, any sums not exceeding the following:—

(1) For distances not exceeding	s.	d.	
20 miles - - -	0	4½	per ton
For distances exceeding 20 miles, but not exceeding 50 miles - - -	0	6	„ „
For distances exceeding 50 miles, but not exceeding 75 miles . - -	0	9	„ „
For distances exceeding 75 miles, but not exceeding 150 miles - - -	1	0	„ „
For distances exceeding 150 miles - - -	1	3	„ „

Variation in  
Midland  
schedule.

(1) The charge of 4½d. for distances not exceeding 20 miles does not occur in the Midland Company's schedule, where the charges for waggon hire commence—

“For distances not exceeding 50 miles - - 6d.”  
and continue as above.

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(1) NOTE.—This clause (No. 9), as to the charge for the use of trucks, does not occur in the North Eastern order, which is in this respect similar to the Scotch railways.

On the North Wales Narrow Gauge Railway the charge for trucks is  $\frac{1}{2}d.$  per ton per mile (see *post*, p. 238).

The provision of trucks is not included in the conveyance rate for class A. (clause 2, *ante*).

When the company do not provide trucks for the conveyance of goods other than those in class A., the conveyance rate is to be reduced by an amount which, when the distance is under fifty miles, is to be determined by arbitration, and when over fifty miles, by the amounts specified in this clause (see clause 2 (b)).

## II.—PROVISIONS AS TO FIXING RATES AND CHARGES.

10. In calculating the distance along the railway for the purpose of the maximum charge for conveyance of any merchandise, the company shall not include any portion of their railway which may, in respect of that merchandise, be the subject of a charge for station terminal.

Distance not to include terminal station.

In calculating the mileage for the purpose of ascertaining the conveyance rate, the usual plan will be to take the actual mileage from the point just outside the terminal station, or the point of junction with a private siding, as the case may be, where conveyance in the technical sense (explained in the note to clause 1) commences, to the point at the terminus of the railway transit where the conveyance ceases. To this, however, there are three exceptions: (1) If the distance is so short as to come within the short distance clause (clause 11) the mileage there allowed may be charged for; (2) where at the point of junction of two lines there is no station at which traffic can be transferred from one line to the other, and a railway company's usual custom is to carry the traffic past the junction to a neighbouring station in order to effect the transference, and then back along the line and through the junction, the company will be justified in adding the double mileage from the junction to such station to the actual distance from point to point, in order to calculate the conveyance rate (*m*); (3) in respect of certain portions of the line on account of the cost of construction or working that portion having been or being peculiarly heavy, or for some similar reason. Certain companies are specially authorised to charge as for a greater distance than that actually

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(*m*) *Myers v. L. & S. W. Ry. Co.*, L. R. 5 C. P. 1. And see p. 82.

carried. The cases in which this exception is authorised will be found in the table on p. 461.

The question as to what portion of the line of railway travelled over is the subject of a charge for station terminal is likely to be one of some difficulty. In clause 2 the maximum conveyance rate is defined as the maximum rate which the company may charge for the conveyance of merchandise by merchandise train, including, except as otherwise provided, the provision of locomotive power and trucks; and in clause 3 the maximum station terminal is called the maximum charge which the company may make to a trader for the accommodation (exclusive of coal drops) provided, and for the duties undertaken by the company for which no other provision is made in this schedule, at the terminal station, for or in dealing with merchandise, as carriers thereof, before or after conveyance (the technical sense in which the word conveyance, as distinguished from carriage, must be understood, is explained in the note to clause 1); and in clause 26 a "terminal station" is defined as a station or place upon the railway at which merchandise is loaded or unloaded before or after conveyance on the railway. But little help, therefore, as to what is included in the words "terminal station" is to be found in the schedule itself. From the foregoing extracts, however, it may be gathered that a sharp distinction is drawn between the service of conveyance in its technical sense, *i. e.*, haulage, and other services which the company render in dealing with the merchandise, and that the services covered by the charge for station terminal end as soon as conveyance (*i. e.*, haulage simply) begins. To make this distinction clear, the following extracts from the evidence of Mr. Findlay (*n*), taken before the Board of Trade, have been given, but, except so far as they embody the views of one of our greatest railway managers, they are not to be taken as authoritative.

Mr. Findlay, in his evidence before the Board of Trade at the inquiry at Westminster Town Hall in 1889-90, explained his view as to what was part of the terminal station, and what was not, as follows (p. 136, question 176):—"There is a place just outside all the large terminal stations, and not the largest only, but others which are not so large, where the formation of the trucks into train-loads takes place, that is, what may be called the shunting and marshalling of the trains; where the journey of the train commences, and also where it terminates; and the business in connection with the working of the station is carried on from that point inside the limits of the station." Q. 180. "The conveying commences at the sidings and terminates at the sidings close to the station? A. Quite so."

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(*n*) Now Sir George Findlay, General Manager of the L. & N. W. Ry.

And at page 215, in answer to question 815, "You must distinguish, if you please, marshalling from shunting. We include something for shunting within the station, whether that shunting is done by engines, by horses, or by hydraulic power. Marshalling is a service, as we understand it, incidental to conveyance: that is to say, putting the waggons into train and station order; therefore, anything that is performed outside the station in the way of marshalling in train and station order is not included in the cost of terminal service."

Mr. Courtenay Boyle asked (question 823): "Did I gather from you, Mr. Findlay, that, technically speaking, marshalling is different from shunting, and that marshalling is done outside the goods station, and shunting inside the goods station?"

Mr. Findlay replied, "What I understand, speaking as a railway manager, by the term 'marshalling,' means that when a train is formed for a given destination the waggons are marshalled, put in such order that they can be taken off at the stations; where the waggons have to be left at any given destination they are put together and marshalled in station order. While shunting the waggons inside the station would mean taking them from separate sidings, either by means of an engine, or by horse, or by hydraulic power, and placing them alongside to load, and taking them back again into the reception sidings."

Question 824, by Mr. Balfour Browne: "Would this be a correct description of the services: 'Shunting and placing the waggons into position for loading at the station and haulage thence to the place where they are picked up by the train, including the use of junctions and expenses of working the same?'"

Answer (Mr. Findlay): "That is not an unfair description."

11. Where merchandise is conveyed for an entire distance which does not exceed, in the case of merchandise in respect of which a station terminal is chargeable at each end of the transit, three miles, or in the case of merchandise in respect of which a station terminal is chargeable at one end of the transit four and a half miles, or in the case of merchandise in respect of which no station terminal is chargeable six miles, the company may, except as hereinafter specially provided, make the charges for conveyance authorised

Short distance clause.

by this schedule as for three miles, four and a half miles, and six miles respectively. Provided that where merchandise is conveyed by the company partly on the railway and partly on the railway of any other company the railway and the railway of such other company shall, for the purpose of reckoning such short distance, be considered as one railway.

It will be seen hereafter that for portions of certain railways this short distance clause, under which the company is entitled to charge as for a minimum distance, is varied.

These exceptions are as follows:—

Alexandra (Newport and South Wales) Docks	}	1½ mile.
and Railway Co. (see p. 325) - - -		
Barry Railway (see p. 325)- - - -	}	for classes A. and B., 4 miles.
Aberdare Railway (see p. 325) - - -		
Taff Vale Railway (see p. 325) - - -		
Rhymney Railway (see p. 325) - - -		
Brecon and Merthyr Railway and Pontypridd, Caerphilly, and Newport Railway (see p. 225)		
Llanelly and Mynidd Manor Railway - -		
Buckley Railway (see p. 228), 5 miles substituted for 6 in above clause.		
Ely Valley Railway, 4 miles substituted for 6 in above clause.		

*Great Northern Railway* (see p. 252)—

Railways to which Scale 2 (for classes A. and B.) is applicable, viz. :		
Nottingham, Leicestershire, Derbyshire Lines	}	4 miles, instead of 6.
Stafford & Uttoxeter Railway - - -		
Yorkshire Lines - - - - -		
Louth & Bardney Railway - - - -		

*Great Western Railway* (see p. 261)—

Railways to which Scale 3 (for classes A. and B.) is applicable, viz. :		
Hereford to Mountain Ash - - - -	}	4 miles, instead of 6.
Nantymoel to Brynmenyn - - - -		
Blackmill to Gelly Rhaidd - - - -		
Little Ogmore Branch - - - - -		
Pontypool Road to Maindee Junction - -		
Blackmill Junction to Llanharran Junction		

*London & North Western Railway* (see p. 272)—

Whitehaven Junction Railway - - -	{	for classes A. and B., 4 miles.
Cockermouth and Workington Railway - -		

Sirhowy Railway (for class A. traffic conveyed for less than four miles on the Sirhowy Railway, irrespective of origin and destination), the company may charge as for four miles.

London & North Western & Furness joint railway (see pp. 243, 244) - - -	{	for classes A. and B., 4 miles.

[For traffic over the joint railways for a less distance than 3 miles to Whitehaven or the Lonsdale Works, see p. 243.]

*Midland Railway* (see p. 303)—

Swansea Vale Railway (Swansea to Brynamman) - 3 miles.

*Neath & Brecon Railway* (see p. 305), 4 miles substituted for 6 in the above clause.

12. For any quantity of merchandise less than a truck load which the company either receive or deliver in one truck, on or at a siding not belonging to the company, or which, from the circumstances in which the merchandise is tendered, or the nature of the merchandise, the company are obliged or required to carry in one truck, the company may charge as for a reasonable minimum load, having regard to the nature of the merchandise.

When company may charge for minimum truck load.

“As for a reasonable minimum load.” This would probably be in the case of merchandise in classes A. and B. four tons, and class C. two tons (*n*). It will also be found that certain articles are

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(*n*) This suggestion is made for the following reason. In the year 1852 traffic in the Mineral Class of the Clearing House Classification had to be in “full loads.” This, however, gave rise to difficulty in determining what was a full load, and consequently in 1861 “full loads” were changed to “four-ton loads” (see the evidence before the Parliamentary Committee on Railway Rates, 1891, of Mr. Findlay, Q. 3172, and Mr. Lambert, Q. 3272); and a similar scheme seems to have been adopted in the present classification (see *post*, 365, 366). The southern companies adopted a five-ton minimum, but the four-ton minimum for classes A. and B. now applies to both northern and southern companies.

put into a particular class in the classification when consigned in quantities of not less than so many hundredweight, which might be adduced as evidence of what made a reasonable truck load.

With regard to classes 1 to 5, however, the quantity which would form a reasonable minimum load would vary with each article, and the ordinary custom of railway traffic.

Fractions of  
a ton.

13. Where a consignment by merchandise train is over three hundredweight and under 5 tons in weight, a fraction of a quarter of a hundredweight may be charged for as a quarter of a hundredweight; and where a consignment by merchandise train is over five tons in weight, a fraction of a quarter of a ton may be charged for as a quarter of a ton.

Fraction of  
mile.

14. For a fraction of a mile the company may charge according to the number of quarters of a mile in that fraction, and a fraction of a quarter of a mile may be charged for as a quarter of a mile.

Fraction of  
penny.

15. For a fraction of a penny in the gross amount of rates and charges for any consignment for the entire distance carried, the company may demand a penny.

As to siding to siding traffic on the North Staffordshire, see *post*, p. 316.

Weight.

16. Weight (except as to stone and timber when charged by measurement) shall be determined according to the imperial avoirdupois weight.

Stone.

17. All stone shall be charged at actual weight, when the weight can be conveniently ascertained. When the actual weight of stone in blocks cannot be conveniently ascertained, fourteen cubic feet of stone in blocks may be charged for as one ton,

and smaller quantities may be charged for in the like proportion.

18. When timber is consigned by measurement Timber.  
weight, forty cubic feet of oak, mahogany, teak, beech, greenheart, ash, elm, hickory, ironwood, baywood, or other heavy timber, and fifty cubic feet of poplar, larch, fir, or other light timber other than deals, battens, and boards, and sixty-six cubic feet of deals, battens, and boards, may be charged for as one ton, and smaller quantities may be charged for in the like proportion. The cubic contents of timber consigned by measurement weight shall be ascertained by the most accurate mode of measurement in use for the time being.

Timber, when consigned by actual machine weight, is placed in class C. of the classification, and when consigned by measurement weight, in class 1.

19. Articles sent in large aggregate quantities, Separate  
parcels.  
although made up of separate parcels, such as bags of sugar, coffee, and the like, shall not be deemed to be small parcels.

### III.—MISCELLANEOUS.

20. In respect of any merchandise or article of any description which is not specified in the Articles not  
included in  
classification.  
classification, the company may, unless and until such merchandise or article is duly added to this classification and schedule pursuant to sub-section eleven of section twenty-four of the Railway and Canal Traffic Act, 1888, make the charges which are by this schedule authorised in respect of merchandise and things in class 3.

Under sect. 24 of the Traffic Act of 1888, sub-sect. 11, “Any Addition to  
classification.  
railway company may, and any person upon giving not less than



twenty-one days' notice to the railway company, may apply in the prescribed manner to the Board of Trade to amend any classification and schedule by adding thereto any articles, matters, or things, and the Board of Trade may hear and determine such application, and classify and deal with the articles, matters, or things referred to therein, in such manner as the Board of Trade may think right. Every determination of the Board of Trade under this sub-section shall forthwith be published in the 'London Gazette,' and shall take effect as from the date of the publication thereof." It is to be observed that this power conferred on the Board of Trade is only to *add* to the classification and not to alter or subtract from it. Any alteration except by way of addition can only be made by Parliament.

Saving for  
dock and  
shipping  
accommoda-  
tion.

21. Nothing herein contained shall affect the right of the company to make any charges which they are authorised by any Act of Parliament to make in respect of any accommodation or services provided or rendered by the company at or in connection with docks or shipping places.

Returned  
empties.

22. In respect of returned empties, if from the same station and consignee to which and to whom they were carried full to the same station and consignor from which and from whom they were carried full, the company may charge the following rates inclusive of station and service terminals:—

For any distance not exceeding  
25 miles - - - 3*d.* per cwt.

For any distance exceeding 25  
miles but not exceeding 50  
miles - - - 4*d.* „

For any distance exceeding 50  
miles but not exceeding 100  
miles - - - 8*d.* „

For each additional 50 miles or  
part of 50 miles - - - 3*d.* „

The minimum weight to be 56 lbs., with a  
minimum charge of 3*d.*

Provided that—

- (1.) Returned empty sacks and bags shall not be charged more than half the above rates, with a minimum charge of 4*d.*
- (2.) Returned empty carboys or crates (other than glass manufacturers' crates and crates taken to pieces and so packed) may be charged double the above rates.
- (3.) Returned empty fish packages shall not be charged more than the following rates:—

For any distance not exceeding 50 miles - 4*d.* per cwt.

For any distance exceeding 50 miles, but not exceeding 100 miles 5*d.* „

For any distance exceeding 100 miles, but not exceeding 150 miles - 7*d.* „

For any distance exceeding 150 miles, but not exceeding 200 miles - 8*d.* „

For any distance exceeding 200 miles, but not exceeding 250 miles - 9*d.* „

For any distance exceeding 250 miles, but not exceeding 300 miles - 10*d.* „

For any distance exceeding 300 miles - 11*d.* „

The minimum weight to be 56 lbs., with a minimum charge of 4*d.*

Empty cases, casks, crates, hampers, and other empties not included in the above appear in class 5 of the classification.

In the case of the Irish railways there is a fourth sub-section to the proviso in this section, dealing with brewers' returned empties : it will be found *post*, p. 331.

Traders'  
empty trucks.

23. Where merchandise is conveyed in a trader's truck, the company shall not make any charge in respect of the return of the truck empty, provided that the truck is returned empty from the consignee and station or siding to whom and to which it was consigned loaded, direct to the consignor and station or siding from whom and whence it was so consigned, and where a trader forwards an empty truck to any station or siding for the purpose of being loaded with merchandise the company shall make no charge in respect of the forwarding of such empty truck, provided the truck is returned to them loaded for conveyance direct to the consignor and station or siding from whom and whence it was so forwarded.

Under clause 6 a trader can recover a reasonable sum by way of demurrage for any detention of his trucks beyond a reasonable period.

Companies  
exercising  
running  
powers.

24. Any railway company (other than the company) conveying merchandise on the railway, or performing any of the services for which rates or charges are authorised by this schedule, shall be entitled to charge and make the same rates and charges as the company are by this schedule authorised to make.

Arbitrations.

25. The Board of Trade Arbitrations, &c., Act, 1874, shall, so far as applicable, apply to every determination of a difference or question by arbitration under the provisions herein contained.

Board of  
Trade  
inquiries.

The Board of Trade Arbitrations Act, 1874 (*n*), is divided into two parts; the first part deals with inquiries by the Board of Trade

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(*n*) 37 & 38 Vict. c. 40.

and provides (sect. 2) that where the Board of Trade are required to determine any matter or thing they may hold an inquiry, and may make orders as to the costs of the inquiry and of arbitrations.

The second part of the Act gives power to the Board of Trade to refer to the decision of the Railway Commissioners any difference to which a railway company is a party (except where application is made for the appointment of an umpire under sect. 28 of the Lands Clauses Act, 1845). Reference to  
Railway  
Commis-  
sioners.

The provisions of this Act and of the Arbitration Act, 1889, will be found more fully discussed in the chapter on Arbitrations, *ante*, p. 147.

26. In this schedule, unless the context otherwise requires :— Definitions.

The term “the company” means a railway company to which this schedule applies ;

The term “the railway” means any railway or steam tramway over which the company conveys merchandise, and in respect of which no maximum rates and charges other than those authorised in this schedule are for the time being authorised by Parliament ;

The term “merchandise” includes goods, cattle, live stock, and animals of all descriptions ;

The term “the classification” means the classification of goods annexed to this schedule ;

The term “trader” includes any person sending, or receiving, or desiring to send merchandise by the railway ;

The term “terminal station” means a station or place upon the railway at which a consignment of merchandise is loaded or unloaded before or after conveyance on the railway, but does not include any station or

junction at which the merchandise in respect of which any terminal is charged has been exchanged with, handed over to, or received from any other railway company, or a junction between the railway and a siding let by or not belonging to the company, or in respect of merchandise passing to or from such siding, any station with which such siding may be connected, or any dock or shipping place the charges for the use of which are regulated by Act of Parliament;

The term “siding” includes branch railways not belonging to a railway company;

The term “person” includes a company or body corporate.

Merchandise  
in passenger  
trains.

27. The foregoing provisions shall, so far as applicable, apply to merchandise when conveyed by passenger train under Part V.; but, save as aforesaid and so far as is provided by Part V., nothing herein contained shall apply to the conveyance of merchandise by passenger trains, or to the charges which the company may make therefor.

Met. Dist.  
Ry. Co.

In the schedule of the East London Railway Company the following proviso is appended to this clause:—

“Provided that nothing herein contained shall compel the Metropolitan District Railway Company to become common carriers of merchandise other than such merchandise as is specified in Part VI. of the schedule hereto.”

Part VI. relates to the carriage of small parcels by merchandise train.

Application.

28. This schedule shall apply to the [*London and North Western*] Railway Company, and the

other companies mentioned in the Appendix hereto so far as relates to the railways therein specified.

This clause (28) does not occur in the schedules of the following railway companies, to whose schedules there is no appendix.

Abbotbury Rail. Co.	Hull, Barnsley, &c. Rail. Co.
Athenry and Ennis Junction Rail. Co. (Irish Lines).	Isle of Wight Rail. Co.
Brecon and Merthyr Rail. Co.	London, Tilbury, and South-end Rail. Co.
Cambrian Rail. Co.	Midland and South Western Rail. Co.
Cleator and Workington Rail. Co.	North Eastern Rail. Co.
East London Rail. Co.	North London Rail. Co.
Festiniog Rail. Co.	Taff Vale Rail. Co.
Furness Rail. Co.	

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## MAXIMUM RATES AND CHARGES.

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### PART I.—GOODS AND MINERALS.

[The maximum rates for goods and minerals vary in the case of nearly every company. They will be found in the following pages 216 to 326, together with a list of the railways to which (in addition to the railway from which it is named) each schedule is applicable, and any special conditions applicable to particular railways. To ascertain by what schedule a particular railway is governed reference must be made to the Index of Railways, p. 529.]

PART II.—ANIMAL CLASS (o).

DESCRIPTION.	RATES FOR CONVEYANCE PER MILE.				Station Terminal at each End.	SERVICE TERMINALS.		Minimum Total Charge per Consignment.
	For the first 2 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	
1. For every horse, mule, or other beast of draught or burden .....	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.
2. For every ox, cow, bull, or head of neat cattle.....	3	3	1.65	1.65	0 6	0 4	0 4	2 6
3. For every calf not exceeding 12 months old, pig, sheep, lamb, or other small animal ..	2	2	1.30	1.30	0 4	0 3	0 3	2 6
4. For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity ..	0.75	0.75	0.40	0.35	0 2	0 1.50	0 1.50	2 6
5. For each truck containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs as may reasonably be carried in a truck of 13 feet 6 inches in length inside measurement .....	6	6	6	6	1 6	1 0	1 0	5 0
6. For each truck containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs as may reasonably be carried in a truck of 15 feet 6 inches in length inside measurement .....	6	5	4.90	4.20	1 0	0 6	0 6	5 0
7. For each truck containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs, as may reasonably be carried in a truck of 18 feet in length inside measurement.	7	6	5.20	4.50	1 0	0 9	0 9	5 0
	8	7	6.20	5.50	1 0	1 0	1 0	5 0

The terminal charges other than those payable under paragraph 4 on animals sent by the same person at a rate calculated per head, and carried in the same truck, shall in no case exceed the terminal charges per truck.

Where the company is required to cleanse and does cleanse trucks under the provision of any Order in Council, or duly authorised regulation of any Department of State, they may make a charge not exceeding one shilling per truck in addition to the charges herein authorised.

\* The columns headed thus \* do not appear in the schedules of the following companies, the conveyance rate in the first column applying for all distances on these lines :—East London : Festiniog ; Isle of Wight : North London.

† The columns headed thus † do not occur in the schedule of the Cleator & Workington Railway Company.

(o) Applicable to all English railways, including the North Eastern.

PART III.—CARRIAGES (*p*).

DESCRIPTION.	RATE FOR CONVEYANCE.				Station Terminal at each End.	SERVICE TERMINALS.			
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.
	Per Mile. <i>d.</i>	* Per Mile. <i>d.</i>	*† Per Mile. <i>d.</i>	*† Per Mile. <i>d.</i>	<i>s. d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>
For every carriage of whatever description not included in the classification, and not being a carriage adapted and used for travelling on the railway, and not weighing more than one ton, carried or conveyed on a truck or platform .....	6	6	3·30	3·20	1 0	6	6	—	—
For every additional quarter of a ton which such carriage may weigh .....	2	2	1·35	1·25	—	—	—	—	—
For the use of a covered carriage truck for the conveyance of any such carriage.	An additional charge of ten shillings.			—	—	—	—	—	—

\* The columns headed thus \* do not occur in the schedules of the following companies:—East London; Festiniog; Isle of Wight; North London; and the Scotch railway City of Glasgow Union. The rate for conveyance in the first column applying for all distances on those lines.

† The columns headed thus † do not occur in the Cleator & Workington Railway Company's schedule.

(*p*) Applicable to English, Irish, and Scotch Railways.



PART IV.—EXCEPTIONAL CLASS (q).

Description.	Charge.
For articles of unusual length, bulk, or weight, or of exceptional bulk in proportion to weight .....	Such reasonable sum as the company may think fit in each case.
For articles requiring an exceptional truck, or more than one truck, or a special train .....	
For locomotive engines and tenders, and railway vehicles running on their own wheels .....	
For any wild beast, or any large animal not otherwise provided for .....	
For dangerous goods .....	
For specie, bullion, or precious stones ..	
For any accommodation or services provided or rendered by the company within the scope of their undertaking by the desire of a trader, and in respect of which no provisions are made by this schedule .....	

The above provisions shall not apply to pieces of timber weighing less than four tons each, but for all such timber when requiring two or more waggon for conveyance a minimum charge may be made as for one ton for each waggon used, whether carrying part of the load or used as a safety waggon only.

An increased charge of 50 per cent. above the ordinary rate for the carriage of a cask of spirits was held an unreasonable charge, though the cask of spirits was found to be dangerous goods (r).

(q) Applicable to English, Irish, and Scotch companies.  
(r) *Garton v. Bristol & Exeter Rail. Co.*, 4 H. & N. 33.

## PART V.—PERISHABLE MERCHANDISE BY PASSENGER TRAIN (*s*).

The following provisions and regulations shall be applicable to the conveyance of perishable merchandise by passenger train:—

1. The company shall afford reasonable facilities for the expeditious conveyance of the articles enumerated in the three divisions set out hereunder (which articles are hereinafter called “perishables”), either by passenger train or by other similar service.

2. Such facilities shall be subject to the reasonable regulations of the company for the convenient and punctual working of their passenger train service, and shall not include any obligation to convey perishables by any particular train.

3. The company shall not be under obligation to convey by passenger train, or other similar service, any merchandise other than perishables.

4. Any question as to the facilities afforded by the company under these provisions and regulations shall be determined by the Board of Trade.

5. Where a consignment of milk is less than twelve gallons, the company shall be entitled to charge as for twelve gallons, and where a consignment of perishable merchandise comprised in Divisions II. or III. is less than one hundred-

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(*s*) Applicable to English, Irish, and Scotch companies.

weight, the company shall be entitled to charge as for one hundredweight, with a minimum charge of 1s.

DIVISION I.—Milk.

DIVISION II.—Butter (fresh). Cheese (soft). Cream. Eggs. Fish—Char. Grayling. Lobsters. Mullet (Red). Oysters. Prawns. Salmon. Soles. Trout. Turbot. Whitebait. Fruit—Hothouse fruit. Game (dead). Meat (fresh). Poultry (dead). Rabbits (dead). Vegetables (hothouse).

DIVISION III.—Fish (except as provided in Division II.). Fruit (except as provided in Division II.). Ice.

Maximum rates and charges for the three divisions—  
DIVISION I.

RATE FOR CONVEYANCE.						Station Terminal at each End.	SERVICE TERMINALS.	
For any Distance not ex- ceeding 20 Miles.	For any Distance exceeding 20, but not exceeding 50 Miles.	For any Distance exceeding 50, but not exceeding 75 Miles.	For any Distance exceeding 75, but not exceeding 100 Miles.	For any Distance exceeding 100 Miles, but not exceeding 150 Miles.	For any Distance exceeding 150 Miles.		Loading.	Unloading.
Per Imperial Gallon. <i>d.</i> 0·50	* Per Imperial Gallon. <i>d.</i> 0·60	* † Per Imperial Gallon. <i>d.</i> 0·70	* † Per Imperial Gallon. <i>d.</i> 0·90	* † Per Imperial Gallon. <i>d.</i> 1·00	* † Per Imperial Gallon. <i>d.</i> 1·20	Per Can. <i>d.</i> 1·50	Per Can. <i>d.</i> 1·00	Per Can. <i>d.</i> 1·00
RETURNED EMPTY CANS.								
Per Can. <i>d.</i> 1·50	Per Can. <i>d.</i> 2·00	Per Can. <i>d.</i> 2·25	Per Can. <i>d.</i> 2·50	Per Can. <i>d.</i> 3·00	Per Can. <i>d.</i> 3·00		0·50	0·50

\* The columns headed thus \* do not appear in the schedules of the following companies:—East London; Festiniog; Isle of Wight; North London; and the Scotch railway City of Glasgow Union. The rate for conveyance in the first column applying for all distances on those lines.

† The columns headed thus † do not occur in the Cleator & Workington Railway Company's schedule.

Maximum rates and charges—continued.

RATE FOR CONVEYANCE.				Station Terminal at each End.	SERVICE TERMINALS.	
For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Un- loading.
Per Cwt. per Mile.	* Per Cwt. per Mile.	* † Per Cwt. per Mile.	* † Per Cwt. per Mile.	Per Cwt.	Per Cwt.	Per Cwt.
		DIVISION II.				
d. 0·60	d. 0·45	d. 0·24	d. 0·10	d. 0·75	d. 0·75	d. 0·75
		DIVISION III.				
d. 0·40	d. 0·30	d. 0·13	d. 0·12	d. 0·75	d. 0·50	d. 0·50

\* The columns headed thus \* do not appear in the schedules of the following companies:—East London ; Festiniog ; Isle of Wight ; North London ; and the Scotch railway City of Glasgow Union. The rate for conveyance in the first column applying for all distances on those lines.

† The columns headed thus † do not occur in the Cleator & Workington Railway Company's schedule.

PART VI.—SMALL PARCELS BY MER-  
CHANDISE TRAIN (t).

1. For small parcels by merchandise trains, not exceeding in weight three hundredweight, the company may charge, in addition to the maximum rates for conveyance, and the maximum station and service terminals, authorised by this schedule, which rates and charges are in this part together referred to by the expression “the maximum tonnage charge,” the following:—

Authorised additional charge per Parcel.	—	Per Ton.	—	Per Ton.
s. d.		s. d.		s. d.
0 5	When the maximum tonnage charge does not exceed .....	20 0	.....	—
0 6	When the maximum tonnage charge exceeds .....	20 0	but does not exceed .....	30 0
0 7		30 0		40 0
0 8		40 0		50 0
0 9		50 0		60 0
0 10		60 0		70 0
1 0		70 0		80 0
1 2		80 0		90 0
1 4		90 0		100 0
1 6		100 0		—

2. Where, for a parcel exceeding in weight three hundredweight, the maximum tonnage charge comes to less than the company are authorised, according to the above table, to charge for a parcel of three hundredweight in weight, the company may charge for such parcel as if its weight was three hundredweight.

(t) Applicable to English, Irish, and Scotch companies.

3. A small parcel under this part of the schedule may consist of one consignment of two or more packages of merchandise comprised in the same class of the classification of not less than fourteen pounds each in weight.

4. For a small parcel of less than twenty-eight pounds in weight the company may charge as for a parcel of twenty-eight pounds in weight.

5. For a fraction of fourteen pounds in weight the company may charge as for fourteen pounds weight.

6. Any small parcel (other than a parcel of mixed groceries) containing articles belonging to different classes of the classification shall be chargeable with the maximum tonnage charge applicable to the highest of such classes.

7. If the consignor of a small parcel declines on demand by the company to declare to the company the nature of the contents of the small parcel before or at the time when the same is delivered to the company for conveyance, the company may charge for the parcel as if it was wholly composed of articles comprised in Class 5 of the classification.

8. Nothing in this part of this schedule shall apply to returned empties.

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## SPECIAL PROVISIONS.

THE foregoing provisions are (with the few exceptions noticed above) common to the schedules of all the English railway companies. The classification of traffic which is also common to all the schedules is, for convenience, placed later in the volume. It remains to consider those matters in which the schedules of the different companies differ one from the other.

These are as follows :—

- (1) The railways and railway companies to which the particular schedule applies.
- (2) The special conditions (if any) applicable to the traffic on particular railways or particular parts of railways.
- (3) The maximum rates and charges for goods and minerals forming Part I. of Maximum Rates, the consideration of which was omitted above.

The following is a list of the railway companies having schedules of their own :—

### ENGLISH COMPANIES.

Abbotsbury Rail. Co.	London, Brighton, and South
Brecon and Merthyr Tydfil	Coast.
Junction.	London, Chatham and Dover.
Cambrian.	London, Tilbury and South-
Cleator and Workington.	end.
East London.	Manchester, Sheffield, and
Festiniog.	Lincolnshire.
Furness.	Metropolitan.
Great Eastern.	Midland.
Great Northern.	Midland and South Western
Great Western.	Junction.
Hull, Barnsley, and West Riding	North Eastern.
Junction.	North London.
Isle of Wight.	North Staffordshire.
Lancashire and Yorkshire.	South Eastern.
London and North Western.	Taff Vale.
London and South Western.	

The other railways are included in one of the railway company's schedules above-mentioned, sometimes by being expressly mentioned in the Confirmation Act, sometimes by being included in an appendix to the Order. Probably the result will be the same in either case. The distinction, however, has been preserved. In order to ascertain in what schedule a particular railway is included, reference must be made to the Index of Railways, p. 529.

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[55 & 56 Vict. cap. xxxix.]

## ABBOTSBURY RAILWAY.

[NOTE.—The Provisional Order applicable to the Abbotsbury Railway Company may be cited as “The Railway Rates and Charges, No. 1 (Abbotsbury Railway, &c.) Order, 1892;” and the Act confirming it as “The Railway Rates and Charges, No. 1 (Abbotsbury Railway, &c.) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, unless Board of Trade otherwise direct.] Short title.  
Commence-  
ment.

*Order of the Board of Trade under the Railway and Canal Traffic Act, 1888, embodying the Classification of Merchandise Traffic and the Schedule of Maximum Rates and Charges, including all Terminal Charges applicable to the said Classification of—*

(1.) The Railways belonging to the following Railway Companies whose lines are leased or worked by the Great Western Railway Company, viz., the Abbotsbury Railway Company; Abingdon Railway Company; Bala and Festiniog Railway Company; Banbury and Cheltenham Direct Railway Company; Bridport Railway Company; Buckfastleigh, Totnes, and South Devon Railway Company; Calne Railway Company; Cornwall Minerals Railway Company; Corwen and Bala



Railway Company; Devon and Somerset Railway Company; Didcot, Newbury, and Southampton Railway Company; Ely Valley Railway Company; Great Marlow Railway Company; Helston Railway Company; Kington and Eardisley Railway Company; Leominster and Kington Railway Company; Llangollen and Corwen Railway Company; Marlborough Railway Company; Milford Railway Company; Minehead Railway Company; Much Wenlock and Severn Junction Railway Company; Nantwich and Market Drayton Railway Company; Newent Railway Company; Oldbury Railway Company; Princetown Railway Company; Ross and Ledbury Railway Company; Ross and Monmouth Railway Company; Staines and West Drayton Railway Company; Teign Valley Railway Company; Tiverton and North Devon Railway Company; Vale of Llangollen Railway Company; Wellington and Severn Junction Railway Company; Wenlock Railway Company; West Somerset Railway Company; Woodstock Railway Company; Wye Valley Railway Company.

(2.) The Railways belonging to the following Railway Companies whose lines are leased or worked by the London and North-Western and Great Western Railway Companies, viz., the Ludlow and Cleve Hill Railway Company; Vale of Towy Railway Company.

(3.) The following Railways which are owned, leased, or worked by the London and North-Western and Great Western Railway Companies, viz., the Shrewsbury and Hereford Railway;

Shrewsbury and Wellington Railway; Shrewsbury and Welshpool Railway; Tenbury Railway.

(4.) The following Railway which is owned, leased, or worked by the Midland Railway Company and the Great Western Railway Company, viz., the Clifton Extension Railway.

MAXIMUM RATES AND CHARGES.

With regard to merchandise conveyed on the Ludlow and Clee Hill Railway, in addition to the maximum rates and terminals herein authorised, the company shall have power to charge for the use of each of the two inclined planes, being respectively of gradients steeper than 1 in 28 on the railway, a sum not exceeding one penny per ton.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

SCALE I.—Applicable to the Newent Railway Company; Ross and Ledbury Railway Company; Shrewsbury and Hereford Railway; Shrewsbury and Wellington Railway; Shrewsbury and Welshpool Railway; and Tenbury Railway.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.			MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.			Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles or any part of such Distance.	For the next 80 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·15	d. 0·90	d. 0·45	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·25	1·00	0·80	0 6	—	—	—	—	B.

SCALE II.—*Applicable to the Ely Valley Railway Company.*

In respect of Mer- chandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					—
	For Consignments, except as other- wise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
			Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 0·875	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·25	0 6	—	—	—	—	B.

Provided that in respect of the railway to which Scale II. is applicable, the power of the Company to charge for a distance less than six miles shall have effect as if four miles were substituted for six.

SCALE III.—*Applicable to the Cornwall Minerals Railway Company and the Princetown Railway Company.*

In respect of Merchandise comprised in the under- mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.		Station Terminal  at each End.	Service Terminals.				
	For the first 20 Miles or any part of such Distance.	For the remainder of the Distance.		Load- ing.	Unload- ing.	Cover- ing.	Uncover- ing.	
A.	Per Ton per Mile.  d. 2·00	Per Ton per Mile.  d. 1·50	Per Ton.  s. d. 0 3	Per Ton.  s. d. —	Per Ton.  s. d. —	Per Ton.  d. —	Per Ton.  d. —	A.
B.	2·25	1·75	0 6	—	—	—	—	B.

SCALE IV.—Applicable to all the Railways and Railway Companies not mentioned in Scales I., II., and III.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the next 50 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·50	d. 0·90	d. 0·40	d. 0·35	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·60	1·20	0·80	0·50	0 6	—	—	—	—	B.

(b) Rates and Terminals in respect of Merchandise comprised in Classes C., 1, 2, 3, 4, and 5.

SCALE I.—Applicable to the Cornwall Minerals Railway Company and the Princetown Railway Company.

In respect of Merchandise comprised in the under- mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.							
	For Consignments, except as otherwise provided in the Schedule.		Station- Terminal at each End.	Service Terminals.						—
	For the first 20 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Un- loading.	Covering.	Un- covering.			
	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
	d.	d.	s. d.	s. d.	s. d.	s. d.	d.	d.		
C.	2.25	1.75	1 0	0 3	0 3	1	1	C.		
1.	2.50	2.00	1 6	0 5	0 5	1.50	1.50	1.		
2.	2.75	2.35	1 6	0 8	0 8	2	2	2.		
3.	3.10	2.80	1 6	1 0	1 0	2	2	3.		
4.	3.75	3.35	1 6	1 4	1 4	3	3	4.		
5.	4.80	3.90	1 6	1 8	1 8	4	4	5.		

Abbotsbury Railway—continued.

SCALE II.—Applicable to all the Railways and Railway Companies not mentioned in Scale I.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.							
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each end.	Service Terminals.						
	For the first 20 Miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the next 50 Miles or any part of such Distance.	For the remainder of the Distance.		Load-ing.	Un-load-ing.	Cover-ing.	Un-cover-ing.			
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.			
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.			
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.		
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.		
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.		
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.		
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.		
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.		

[55 &amp; 56 Vict. cap. xl.]

## BRECON AND MERTHYR TYDFIL JUNCTION RAILWAY.

[NOTE.—The Provisional Order applicable to the Brecon and Merthyr Tydfil Junction Railway Company, and the other railways next mentioned, may be cited as “The Railway Rates and Charges, No. 2 (Brecon and Merthyr Tydfil Junction Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 2 (Brecon and Merthyr Tydfil Junction Railway, &c.) Order Confirmation Act, 1892.”

Commencement of Order, 1st January, 1893, unless Board of Trade otherwise direct.] Commencement.

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### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Brecon and Merthyr Tydfil Railway Company.  
 Garstang and Knott End Railway Company.  
 Lanelly and Mynydd Mawr Railway Company.  
 Pontypridd, Caerphilly and Newport Railway Company.  
 Ravenglass and Eskdale Railway Company.  
 West Lancashire Railway Company.  
 Wrexham, Mold and Connah's Quay Railway Company.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part to a line or lines to which another, or more than one other, scale of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

Nothing contained in this Order shall alter, vary, or affect the tolls, rates, or charges which the Pontypridd, Caerphilly and Newport Railway Company are, at the commencement of this Order, authorised to demand and take in respect of merchandise traffic on any line of railway on Lord Tredegar's Park Mile in occupation of the company.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the following parts of the Brecon and Merthyr Tydfil Junction are to be calculated at the distances stated below, and any part of such distances is to be calculated proportionately.

	Miles.	Chains.
Between Pennarth and Torpantau .	17	60
„ Torpantau and Dolygaer .	2	70
„ Pantywaen and Deri Junction	7	40

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

SCALE I.—*Applicable to the following portions of the Brecon and Merthyr Tydfil Junction Railway, viz., Rhymney to Bassaleg, including branch to junction with the Rhymney Railway at or near Bargoed and the Caerphilly and Machen Branch.*

Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
Per Ton per Mile.	Per Ton.
<i>d.</i> ·875	<i>d.</i> 3
CLASS A.	
CLASS B.	
The Maximum Charges set out in Scale IV.	

SCALE II.—*Applicable to the portions of the Brecon and Merthyr Tydfil Junction Railway other than those to which Scale I. applies, and to the Pontypridd, Caerphilly, and Newport Railway.*

Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
Per Ton per Mile.	Per Ton.
CLASS A.	
<i>d.</i> Coal .875	<i>d.</i> 3
All other Articles in Class A. the Maximum Rates and Charges set out in Scale IV.	3
CLASS B.	
The Maximum Rates and Charges set out in Scale IV.	

Provided that in respect of the railways to which Scales I. and II. are applicable, and in respect of the Llanelly and Mynydd Mawr Railway, sect. 11 of this Order shall not apply to merchandise comprised in Classes A. and B., but instead thereof, the companies shall, with respect to merchandise comprised in Classes A. and B., conveyed for a less distance than four miles, have power to charge as for four miles and no more, irrespective of the place of origin or destination of the traffic.

SCALE III.—*Applicable to the West Lancashire Railway.*

Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
Per Ton per Mile.	Per Ton.
CLASS A.	
<i>d.</i> 1.50	<i>d.</i> 3
CLASS B.	
1.60	6



Brecon and Merthyr Tydfil Railway—continued.

(b) Rates and Terminals in respect of Merchandise comprised in Classes A., B., C., 1, 2, 3, 4, 5.

SCALE IV.—Applicable save as hereinbefore specially mentioned.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 80 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Load-ing.	Un-load-ing.	Cover-ing.	Un-cover-ing.	
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	
A.	1·15	0·90	0·45	0·40	0 3	—	—	—	—	A.
B.	1·25	1·00	0·80	0·50	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. xli.]

## CAMBRIAN RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the Cambrian Railway Company and the Companies next mentioned may be cited as “The Railway Rates and Charges, No. 3 (Cambrian Railway, &c.) Order, 1892,” and the Act confirming the same as “The Railway Rates and Charges, No. 3 (Cambrian Railway, &c.) Order Confirmation Act, 1892.”] Short title.

Commencement of Order 1st January, 1893, unless Board of Trade otherwise direct.] Commencement.

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Cambrian Railway Company,  
 Bishop's Castle Railway Company,  
 Buckley Railway Company,  
 Exmouth Docks and Railway Company,  
 Mawddwy Railway Company,  
 Mid-Wales Railway Company,  
 South Wales Mineral Railway Company,  
 Van Railway Company,  
 and  
 West Somerset Mineral Railway Company.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the Barmouth viaduct on the Cambrian Railway is to be calculated as three miles, and the distance between Carno and Llanbryn-mair on the same railway at eleven miles. Allowances.

Cambrian Railway—continued.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
						Loading.	Unloading.	Covering.	Uncovering.	
	For the first 20 Miles, or any part of such Distance.	For the next 20 Miles, or any part of such Distance.	For the next 50 miles, or any part of such Distance.	For the remainder of the Distance.						
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	
A.	1·50	0·95	0·75	0·60	0 3	—	—	—	—	A.
B.	1·60	1·10	0·85	0·70	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·25	1·90	1·65	1·35	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	2·35	2·05	1·65	1 6	0 8	0 8	2	2	2.
3.	3·10	2·80	2·50	2·10	1 6	1 0	1 0	2	2	3.
4.	3·75	3·35	3·15	2·50	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	3·80	3·00	1 6	1 8	1 8	4	4	5.

Provided that in respect of the Buckley Railway, sect. 11 of this Order shall have effect so far as regards merchandise comprised in Classes A. and B. of the classification as if five miles were substituted for six.

[55 & 56 Vict. cap. xlii.]

## CLEATOR AND WORKINGTON JUNCTION RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the Cleator and Workington Junction Railway Company and the other Companies next mentioned may be cited as “The Railway Rates and Charges, No. 4 (Cleator and Workington Junction Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 4 (Cleator and Workington Junction Railway, &c.) Order Confirmation Act.”

Commencement of Order 1st January, 1893, unless Board of Trade otherwise direct.] Short title.  
Commence-  
ment.

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Cleator and Workington Junction Railway  
Company,

Cockermouth, Keswick and Penrith Railway  
Company,

Corris Railway Company,

Maryport and Carlisle Railway Company,

Pembroke and Tenby Railway Company,

Rowrah and Kelton Fell Railway Company,

Severn and Wye and Severn Bridge Railway  
Company,

and

Southwold Railway Company.

PART I.—GOODS AND MINERALS.

SCALE I.—*Applicable to the Cleator and Workington Junction Railway Company, the Maryport and Carlisle Railway Company, the Pembroke and Tenby Railway Company, and the Rowrah and Kelton Fell Railway Company.*

In respect of Merchandise comprised in the under- mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.		Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Un- loading.	Covering.	Un- covering.	
	Per Ton per Mile. <i>d.</i>	Per Ton Per Mile. <i>d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	
A.	1·25	1·00	0 3	—	—	—	—	A.
B.	1·40	1·05	0 6	—	—	—	—	B.
C.	1·80	1·50	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	1 6	1 8	1 8	4	4	5.

SCALE II.—*Applicable to the Cockermouth, Keswick, and Penrith Railway Company.*

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.		Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Un-loading.	Covering.	Un-covering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·50	1·00	0 3	—	—	—	—	A.
B.	1·60	1·10	0 6	—	—	—	—	B.
C.	1·80	1·50	1 0	0 3	0 3	1	1	C.
1.	2·25	1·90	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	2·35	1 6	0 8	0 8	2	2	2.
3.	3·10	2·80	1 6	1 0	1 0	2	2	3.
4.	3·75	3·35	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	1 6	1 8	1 8	4	4	5.

SCALE III.—Applicable to the Corris Railway Company.

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Unload- ing.	Cover- ing.	Uncover- ing.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	s. d.	s. d.	s. d.	d.	d.	
A.	3.50	0 3	—	—	—	—	A.
B.	3.75	0 6	—	—	—	—	B.
C.	4.00	1 0	0 3	0 3	1	1	C.
1.	4.15	1 6	0 5	0 5	1.50	1.50	1.
2.	4.30	1 6	0 8	0 8	2	2	2.
3.	4.45	1 6	1 0	1 0	2	2	3.
4.	4.60	1 6	1 4	1 4	3	3	4.
5.	5.00	1 6	1 8	1 8	4	4	5.

SCALE IV.—Applicable to the Severn and Wye and Severn Bridge Railway Company.

In calculating the distance over which any Merchandise is conveyed, and for all purposes of rates and charges, the Severn Bridge is to be calculated as 3 miles, 1,196 yards.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 8 miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Load-ing.	Un-load-ing.	Cover-ing.	Un-cover-ing.	
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	
A.	1.75	1.00	0.90	0.75	0 3	—	—	—	—	A.
B.	1.90	1.00	0.90	0.75	0 6	—	—	—	—	B.

Cleator and Workington Junction Railway—continued.

SCALE IV.—continued.

(b) Rates and Terminals in respect of Merchandise comprised in Classes C.,  
1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.							
	For Consignments, except as otherwise provided in the Schedule.		Station Terminal at each End.	Service Terminals.						—
	For the first 20 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Un-loading.	Covering.	Un-loading.			
	Per Ton per Mile.	Per Ton per mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
	d.	d.	s. d.	s. d.	s. d.	d.	d.			
C.	1·95	1·50	1 0	0 3	0 3	1	1	C.		
1.	2·20	1·85	1 6	0 5	0 5	1·50	1·50	1.		
2.	2·65	2·30	1 6	0 8	0 8	2	2	2.		
3.	3·10	2·65	1 6	1 0	1 0	2	2	3.		
4.	3·60	3·15	1 6	1 4	1 4	3	3	4.		
5.	4·30	3·70	1 6	1 8	1 8	4	4	5.		

SCALE V.—Applicable to the Southwold Railway Company.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Unloading.	Covering.	Un-Covering.	
	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	
A.	1.50	0 3	—	—	—	—	A.
B.	2.00	0 6	—	—	—	—	B.
C.	2.50	1 0	0 3	0 3	1	1	C.
1.	3.00	1 6	0 5	0 5	1.50	1.50	1.
2.	3.25	1 6	0 8	0 8	2	2	2.
3.	3.50	1 6	1 0	1 0	2	2	3.
4.	4.00	1 6	1 4	1 4	3	3	4.
5.	5.00	1 6	1 8	1 8	4	4	5.

[55 &amp; 56 Vict. cap. xliii.]

## EAST LONDON RAILWAY.

[NOTE.—The Provisional Order applicable to the East London Railway Company, and the companies next mentioned, may be cited as “The Railway Rates and Charges, No. 5 (East London Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 5 (East London Railway, &c.) Order Confirmation Act, 1892.”

Commencement of the Order, 1st January, 1893, unless the Board of Trade otherwise direct.]

Short title.

Commencement.

## MAXIMUM RATES AND CHARGES

## APPLICABLE TO THE

East London Railway Company,  
Hounslow and Metropolitan Railway Company,  
Metropolitan District Railway Company,  
North and South Western Junction Railway  
Company,  
West London Railway Company,  
West London Extension Railway Company,

*And the following railway company appearing in the Appendix to the Schedule of the foregoing companies, viz. :—*

The Metropolitan Railway Company, and the Metropolitan District Railway Company, or either of these companies, as the case may be, in respect of the City Lines and Extensions Railways.

In calculating the distance over which any merchandise comprised in Classes A. and B. is conveyed, the East London Railway is to be

East London Railway.



calculated as seven miles; and in calculating the distance over which any other merchandise is conveyed, and for purposes of rates and charges relating thereto, the East London Railway is to be calculated as eight miles.

Met. Dist.  
Railway.

With respect to the following portions of the Metropolitan District Railway :—

City Lines and Extensions :—

(a) From junction with the Metropolitan Railway at Aldgate to junction with the Metropolitan District Railway at Mansion House Station :

(b) From Minories Junction with the above to the Whitechapel Junction with the East London Railway, and from junction near St. Mary's Station to Metropolitan District Railway Company's Whitechapel Mile End Station :

Inner Circle main line from junction with the City lines and extensions at the Mansion House Station to end of railway at High Street Kensington Station including junction with the Metropolitan Railway at the latter station :

Hammersmith Junction from Hammersmith Station to junction with the London and South-Western Railway at Studland Road near Ravenscourt Park Station :

The Metropolitan District Railway Company shall with respect to all merchandise conveyed thereon

for any distance greater than two miles have power to charge for every mile or fraction of a mile as for three miles, and with respect to merchandise conveyed for any distance not exceeding two miles the company shall have power to charge as for six miles, irrespective in either case of the place of origin or destination of the traffic.

With regard to the following portions of the Metropolitan District Railway:—

Junction lines between—

“A” Box Junction near High Street Kensington to junction with West London Extension Railway near Addison Road Station:

“B” Box Junction near Gloucester Road Station to junction with Fulham Extension Railway at West Brompton Station:

Hammersmith Extension Railway from junction near Earl’s Court Station to Hammersmith Station:

Fulham Extension from West Brompton Station to junction with the London and South-Western Railway near Putney Bridge Station.

The Metropolitan District Railway Company shall with respect to all merchandise conveyed thereon for any distance greater than three miles have power to charge for every mile or fraction of a mile as for two miles, and with respect to merchandise conveyed for any distance not ex-

ceeding three miles the Metropolitan District Railway Company shall have power to charge as for six miles, irrespective in either case of the place of origin or destination of the traffic.

Sect. 11 not to apply.

Provided always, that sect. 11 of this Schedule shall not apply to the above-mentioned railways of the Metropolitan District Railway Company.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., C., and 1.

SCALE I.—*Applicable except as otherwise herein provided.*

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.					
			Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
	<i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>d.</i>	<i>d.</i>		
A.	1·90	0 3	—	—	—	—	A.	
B.	2·00	0 6	—	—	—	—	B.	
C.	2·20	1 0	0 3	0 3	1	1	C.	
1	2·50	1 6	0 5	0 5	1·50	1·50	1	

SCALE II.—Applicable to the Hounslow and Metropolitan Railway Company.

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
			Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·50	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·60	0 6	—	—	—	—	B.
C.	1·80	1 0	0 3	0 3	1	1	C.
1	2·25	1 6	0 5	0 5	1·50	1·50	1

(b) Rates and Terminals in respect of Merchandise comprised in Classes 2, 3, 4, and 5.

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
			Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
2	d. 2·75	s. d. 1 6	s. d. 0 8	s. d. 0 8	d. 2	d. 2	2
3	3·10	1 6	1 0	1 0	2	2	3
4	3·75	1 6	1 4	1 4	3	3	4
5	4·30	1 6	1 8	1 8	4	4	5

[55 & 56 Vict. cap. xlv.]

## FESTINIOG RAILWAY COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the Festiniog Railway Company and the other Companies next mentioned may be cited as “The Railway Rates and Charges, No. 6 (Festiniog Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 6 (Festiniog Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of this Order, 1st January, 1893, unless Board of Trade otherwise direct.]

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Festiniog Railway Company,  
Gorsedda Junction and Portmadoc Railway Company,  
North Wales Narrow Gauge Railway Company,  
and the  
Portmadoc, Croesor and Beddgelert Tram-Railway Company.

### *Special Provisions as to the North Wales Narrow Gauge Railway.*

North Wales  
Narrow  
Gauge  
Railway.

Notwithstanding anything in this Order the following provisions with respect to merchandise passing over the North Wales Narrow Gauge Railway, or any portion of such railway, shall apply and have effect:—

Trucks.

(a) In respect of trucks provided by the com-

pany for the conveyance of merchandise specified in Class A., to and from slate quarries, the company shall be entitled to demand and receive a charge of one half-penny per ton per mile;

- (b) In respect of all merchandise conveyed in trucks provided by the company on the Bryngwyn Branch of the said railway, to and from the slate quarries, a distance of  $5\frac{1}{4}$  miles, the company shall be entitled to charge as for  $6\frac{1}{4}$  miles, and such charge shall cover the use by the quarry owners of the company's trucks from the Drumhead over the quarry owners' sidings and inclines, into and out of the quarries, and all services rendered by the company at or in connection with the Drumhead and incline;
- (c) In respect of all merchandise conveyed in owners' waggons on the main line of the said railway, to and from the Glanrafon siding from and to Dinas, a distance of  $8\frac{1}{4}$  miles, the company shall be entitled to charge as and for  $9\frac{1}{4}$  miles, but such charge shall cover the use of any siding belonging to the company at that point, and any charges for taking merchandise on, to, or off such siding;
- (d) Where quarry owners provide their own trucks for the conveyance of merchandise other than merchandise specified in Class A.

Bryngwyn  
Branch, &c.

Glanrafon  
and Dinas.

Traders'  
trucks.

of the classification, the rate authorised for conveyance shall be reduced as follows:—

Between Bryngwyn Branch, Drumhead  
and Dinas . . . Threepence per ton

Between Glanrafon Siding and Dinas . . .  
Fourpence per ton

Haulage to or  
from sidings.

- (e) No charge shall be made by the company to the owners of quarries situated on the branches referred to in the above clauses (b) and (c), for the delivery of trucks into and upon a siding belonging to, or not belonging to the company, or over a junction between the railway and such siding, or for the haulage of trucks to, from, or off such siding to the railway of the company;

Accommoda-  
tion to save  
unloading.

- (f) In the event of arrangements being made by any quarry owner or quarry owners by which merchandise specified in Classes A. and B. can be conveyed from or to Carnarvon without the necessity of unloading and re-loading at Dinas, then any necessary structural accommodation that may be required by the quarry owner or owners for that purpose shall be provided by the railway company at the cost of the quarry owner or owners requiring the same, and the amount to be paid to the railway company in respect of any service they may be required by the quarry owner or owners to render in connexion with the working of such arrangements shall be fixed by an agreement in writing between

the Company and the quarry owner or owners or some person duly authorised on his or their behalf or determined in case of difference by an arbitrator to be appointed by the Board of Trade.

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consign- ments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Un- loading.	Covering.	Un- covering.	
	Per Ton per Mile. <i>d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	
A.	1·75	0 3	—	—	—	—	A.
B.	2·00	0 6	—	—	—	—	B.
C.	2·25	1 0	0 3	0 3	1	1	C.
1.	2·40	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	1 6	0 8	0 8	2	2	2.
3.	3·10	1 6	1 0	1 0	2	2	3.
4.	3·10	1 6	1 4	1 4	3	3	4.
5.	3·10	1 6	1 8	1 8	4	4	5.



[55 &amp; 56 Vict. cap. xlv.]

**FURNESS RAILWAY COMPANY.**

Short title.	[NOTE.—The Provisional Order applicable to the Furness Railway Company may be cited as “The Railway Rates and Charges, No. 7 (Furness Railway, &c.) Order, 1892, and the Act confirming it as “The Railway Rates and Charges, No. 7 (Furness Railway, &c.) Order Confirmation Act, 1892.”
Commencement.	Commencement of the Order 1st January, 1893, unless Board of Trade otherwise direct.]

**MAXIMUM RATES AND CHARGES.**

Provisions as to merchandise in Classes A. and B.	Notwithstanding anything in this Order, in calculating the distance over which any merchandise destined for or coming from the docks and shipping places at Whitehaven, viâ the Preston Street Station is conveyed upon the railway, and for all purposes of rates and charges the railway between Mirehouse Junction and the docks and shipping places at Whitehaven, viâ the Preston Street Station, and any part of such railway, shall be calculated as four miles, and the railway between Mirehouse Junction and the Bransty Station at Whitehaven, including the Lonsdale Works, shall in calculating the distance for the purposes of rates and charges in respect of merchandise traffic in Classes A. and B. conveyed to or from the joint railways from or to Bransty Station at Whitehaven, including the Lonsdale Works, be calculated as two and a half miles.
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Notwithstanding anything in this Order, the following provisions with respect to merchandise comprised in Classes A. and B. conveyed upon the

London and North-Western and Furness Railway Companies' Joint Railways, hereinafter called the joint railways, or any portion of such railways, shall apply and have effect:—

- (a) In respect of merchandise traffic comprised in Classes A. and B. of the classification arising upon the joint railways destined for places beyond such railways (except Whitehaven and the Lonsdale Works), and passing over the joint railways for any distance not exceeding four miles, the company may charge for conveyance any sum not exceeding 5*d.* per ton exclusive of waggons, or 6*d.* per ton inclusive of waggons, and when such merchandise traffic passes over the joint railways for any distance exceeding four miles, then the company may charge for conveyance any sum not exceeding 1·25*d.* per ton per mile exclusive of waggons, or 1·50*d.* per ton per mile inclusive of waggons, and any fraction of half a mile beyond four miles may be charged for as for half a mile.
- (b) In respect of merchandise traffic comprised in Classes A. and B. arising upon the joint railways destined for Whitehaven or the Lonsdale Works and passing over the joint railways for any distance not exceeding three miles the company may charge for conveyance any sum not exceeding 5·25*d.* per ton exclusive of wag-

gons, or 6*d.* per ton inclusive of waggons, and when such merchandise traffic passes over the joint railways for any distance exceeding three miles then the company may charge for conveyance any sum not exceeding 1·75*d.* per ton per mile exclusive of waggons, or 2*d.* per ton per mile inclusive of waggons, and any fraction of half a mile beyond three miles may be charged for as for half a mile.

- (c) In respect of merchandise traffic comprised in Classes A. and B. arising and terminating upon the joint railways the company may charge for conveyance any sum not exceeding 1·75*d.* per ton per mile exclusive of waggons, or 2*d.* per ton per mile inclusive of waggons, and if conveyed a less distance than four miles the company shall be entitled to demand and receive rates and charges as for four miles, and any fraction of half a mile beyond four miles may be charged for as for half a mile.
- (d) In addition to the charges for conveyance by this section authorised, the company shall be entitled to charge and receive in respect of merchandise traffic comprised in Classes A. and B. conveyed on the joint railways, the terminals and other charges by this Order authorised in respect of the merchandise traffic comprised in Class A.
- (e) The provisions of sect. 11 of this Order shall not be applicable to the joint railways in respect of the merchandise traffic

to which this section applies, provided always that where such traffic is conveyed by the company partly on the joint railways and partly on any other railway, the joint railways and such other railways shall, for the purposes of reckoning any short distance on such other railways, be considered as one railway.

(f) No charge shall be made by the company for the mere delivery of trucks into and upon a siding not belonging to the company over the junction between the railway and such siding, or for the haulage of trucks from and off such siding over the junction on to the railway of the company.

PART I.—GOODS AND MINERALS.

In respect of Mer- chandise comprised in the under-men- tioned Clauses.	MAXIMUM RATES FOR CONVEYANCE.			MAXIMUM TERMINALS.							
	For Consignments, except as otherwise provided in the Schedule.			Station Terminal at each End.	Service Terminals.				I		
	For the first 10 miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.			
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.		Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.		Per Ton. d.	
A.	1.75	1.15	0.50	0 3	—	—	—	—	A.		
B.	1.90	1.25	0.75	0 6	—	—	—	—	B.		
C.	2.10	1.50	1.00	1 0	0 3	0 3	1	1	C.		
1.	2.20	1.85	1.40	1 6	0 5	0 5	1.50	1.50	1.		
2.	2.65	2.30	1.70	1 6	0 8	0 8	2	2	2.		
3.	3.10	2.65	1.75	1 6	1 0	1 0	2	2	3.		
4.	3.60	3.15	2.20	1 6	1 4	1 4	3	3	4.		
5.	4.30	3.70	3.25	1 6	1 8	1 8	4	4	5.		

[54 & 55 Vict. cap. ccciv.]

## GREAT EASTERN RAILWAY.

**Short title.** [NOTE.—The Provisional Order applicable to the Great Eastern Railway Company may be cited as “The Great Eastern Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The Great Eastern Railway Company (Rates and Charges) Order Confirmation Act, 1891.”]

**Commencement.** Commencement of Order, 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st January, 1893.]

*Companies to which the Great Eastern Rates apply, being the Appendix to the Great Eastern Schedule.*

The Northern and Eastern Railway Company, in respect of the Northern and Eastern Railway.

The Colchester, Stour Valley, Sudbury, and Halstead Railway Company, in respect of the Colchester, Stour Valley, Sudbury, and Halstead Railway.

The Thetford and Watton Railway Company, in respect of the Thetford and Watton Railway.

The Watton and Swaffham Railway Company, in respect of the Watton and Swaffham Railway.

The Ely and St. Ives Railway Company, in respect of the Ely and St. Ives Railway.

The Ely and Newmarket Railway Company, in respect of the Ely and Newmarket Railway.

The London and Blackwall Railway Company, in respect of the London and Blackwall Railway, and the London, Blackwall, and Millwall Extension Railway.

The Millwall Dock Company, in respect of the London, Blackwall, and Millwall Extension Railway.

The East and West India Dock Company, in respect of the London, Blackwall, and Millwall Extension Railway.

The Downham and Stoke Ferry Railway Company, in respect of the Downham and Stoke Ferry Railway.

The Gaslight and Coke Company, in respect of the Beckton Branch Railway.

The Great Northern and Great Eastern Joint Committee, in respect of the Great Northern and Great Eastern Joint Railway.

Great Eastern Railway—continued.

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

Rates and Terminals in respect of Merchandise comprised in Classes A., B., C., 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 80 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·15	0·90	0·45	0·40	0 3	—	—	—	—	A.
B.	1·40	1·05	0·80	0·55	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

[54 & 55 Vict. cap. cccv.]

## GREAT NORTHERN RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the Great Northern Railway Company may be cited as “The Great Northern Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The Great Northern Railway Company (Rates and Charges) Order Confirmation Act, 1891.”] Short title.

Commencement of Order, 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st January, 1893.] Commencement.

*Companies to which the Great Northern rates apply, being the Appendix to the Great Northern Schedule.*

The Nottingham and Grantham Railway and Canal Company in respect of the Nottingham and Grantham Railway.

The East Lincolnshire Railway Company in respect of the East Lincolnshire Railway.

The Muswell Hill and Palace Railway Company in respect of the Muswell Hill and Palace Railway.

The Stamford and Essendine Railway Company in respect of the Stamford and Essendine Railway.

The Horncastle Railway Company in respect of the Horncastle Railway.

The Spilsby and Firsby Railway Company in respect of the Spilsby and Firsby Railway.

The Wainfleet and Firsby Railway Company in respect of the Wainfleet and Firsby Railway.



The Wainfleet and Skegness Railway Company in respect of the Wainfleet and Skegness Railway.

The Sutton and Willoughby Railway Company in respect of the Sutton and Willoughby Railway.

The Louth and East Coast Railway Company in respect of the Louth and East Coast Railway.

The Nottingham Suburban Railway Company in respect of the Nottingham Suburban Railway.

The Halifax High Level and North and South Junction Railway Company in respect of the Halifax High Level and North and South Junction Railway.

The Great Northern Railway Company, the Lancashire and Yorkshire Railway Company, and the North Eastern Railway Company, in respect of the Lofthouse and Methley Joint Line.

The Great Northern Railway Company and the Lancashire and Yorkshire Railway Company in respect of the joint railways from Halifax to Holmfield, and from Holbeck to Leeds.

The Great Northern Railway Company and the London and North Western Railway Company in respect of the Nottinghamshire and Leicestershire Joint Lines.

MAXIMUM RATES AND CHARGES.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another or more than one other scale of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

SCALE I.—*Applicable to such portions of the Railway as are not hereinafter specially mentioned.*

In respect of Merchandise comprised in Classes.	MAXIMUM RATE FOR CONVEYANCE.				MAXIMUM TERMINALS.				
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.			
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>		Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	Per Ton.	Per Ton.
A.	0·95	0·85	0·50	0·40	<i>s. d.</i> 0 3	—	—	—	—
B.	1·25	1·0	0·80	0·50	0 6	—	—	—	—

SCALE II.—Applicable to the Railways herein specially mentioned.

	CLASS A.		CLASS B.	
	Maximum Rate for Convey- ance.	Maximum Station Terminal at each end.	Maximum Rate for Convey- ance.	Maximum Station Terminal at each end.
	Per Ton per Mile.		Per Ton per Mile.	
NOTTINGHAMSHIRE, LEICESTERSHIRE, AND DERBY- SHIRE LINES :—				
Nottingham and Grantham Branch .....				
Woolsthorpe Branch and Extension .....				
Nottingham Suburban Railway .....				
Waltham Branch and Extensions .....				
Colwich to Derby .....				
Derby to Dove Junction (near Burton) .....				
Pinxton Branch, with short lines therefrom ..				
Leen Valley Branch .....				
Stanton Branch and Extensions .....				
Heanor Branch .....				
STAFFORD AND UTTOXETER RAILWAY .....				
YORKSHIRE LINES :—				
Wakefield to Wortley Junction .....				
Wrenthorpe to Batley .....				
Holbeck to Bradford and Bowling Junction ..	d.	d.	d.	d.
St. Dunstan's Junction at Bradford .....	1·50	3	1·70	6
Bradford to Thornton .....				
Thornton to Keighley .....				
Queensbury to Holmfild .....				
Bradford to Ardsley viâ Gildersome .....				
Drighlington to Batley .....				
Ossett to Dewsbury .....				
Dewsbury to Batley, and Dewsbury to Thorn- hill .....				
Bradford, Idle, and Shipley Branch .....				
Beeston to Batley .....				
Dudley Hill to Low Moor .....				
Halifax High Level, and North and South Junction Railway .....				
Halifax to Holmfild and Holbeck to Leeds Joint Railways .....				
LOUTH AND BARDNEY RAILWAY .....				

Provided that, in respect of the railways to which Scale 2 is applicable, the power of the company to charge for a distance less than six miles shall have effect as if four miles were substituted for six.

This proviso does not seem to affect the power of the company to charge as for four and a half miles when the carriage is from station to private siding, or vice versa.

It is not quite easy to see whether this short distance clause applies to all classes of traffic, or only to classes A. and B. The fact of the proviso occurring immediately after the rates applicable to classes A. and B., and forming a part of the Act headed “in respect of merchandise comprised in classes A. and B.,” would seem to point to the more restricted construction. On the other hand, the proviso is in terms general, and it might well be considered that the Legislature, in giving the railway company the larger rate for classes A. and B., had thought that some concession ought to be made to the public in return. And this view is strengthened by the fact that in the London & North Western Railway Company’s provisional order there occur two provisos of a similar nature, the one (p. 272) relating to the Whitehaven Junction Railway, specifically limited to classes A. and B., and the other (p. 274), though occurring in a heading applicable to class A., specifically limited to class A.

(b) Rates and Terminals in respect of Merchandise comprised in Classes C. 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						C.
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the next 50 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
C.	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.		
1	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1		
2	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50		
3	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2		
4	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2		
5	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3		
6	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4		

[54 &amp; 55 Vict. cap. ccxxii.]

## GREAT WESTERN RAILWAY.

**Short title.** [NOTE.—The Provisional Order applicable to the Great Western Railway Company may be cited as “The Great Western Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The Great Western Railway Company (Rates and Charges) Order Confirmation Act, 1891.”]

**Commencement.** Commencement of Order 1st August, 1892, or such later date as Board of Trade direct. Now postponed to 1st January, 1893.

The Great Western schedule of rates applies to no other railway company.]

## MAXIMUM RATES AND CHARGES.

**Severn  
Tunnel.**

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the Severn Tunnel is to be calculated as twelve miles.

**Different  
scales.**

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another or more than one other scale of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

**Lime, iron,  
and steel.**

The maximum rates for conveyance for lime and for iron and steel articles in classes B. and C. of the classification shall not exceed, upon the portions of the railway respectively governed by the Great Western Railway Act, 1847 (10 & 11 Vict. c. ccxxvi.), the Oxford, Worcester, & Wolverhampton Railway Acts, 1845 (8 & 9 Vict.

c. clxxxiv.) and 1846 (9 & 10 Vict. c. cclxxviii.), the rates by those Acts respectively authorised.

The conveyance rates authorised by the Great Western Railway Act, 1847 (10 & 11 Vict. c. ccxxvi.), for lime, iron, and steel, are as follows :—

DESCRIPTION.	If conveyed for a distance exceeding 50 Miles.	If conveyed for a distance not exceeding 50 Miles.
	Per Ton per Mile. d.	Per Ton per Mile. d.
Pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron and lime.....	7	1½
Wrought iron, not otherwise specifically classed, and heavy iron castings, including railway chairs .....	1½	1½
Metals (except iron), nails, anvils, vices, and chains .....	2	2½

This Act refers to the following railways of the Great Western Railway Company:—London to Bristol, and branch to Henley; Didcot to Priestfield viâ Leamington; Swindon to Gloucester and Cheltenham, and branches to Cirencester and Tetbury.

The rates for conveyance authorised by the Oxford, Worcester, and Wolverhampton Railway Acts, 1845 and 1846, for the conveyance of lime, iron, and steel, are as follows :—

DESCRIPTION.	If conveyed for not less than 50 Miles.	If conveyed for less than 50 Miles.
	Per Ton per Mile. d.	Per Ton per Mile. d.
Pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron and lime.....	1	1½
	d.	
Heavy iron castings, including railway chairs ..	2	
Metals (except iron), nails, anvils, vices, and chains and light iron castings .....	3	

The railways governed by these Acts are :—Wolvercote Junction to Bushbury via Worcester and branches to Chipping Norton, Stratford-on-Avon, Stoke Works, Kingswinford, Halesowen, and from Kidderminster to Bewdley.

Monmouth-  
shire railways  
and Tredegar  
Park Mile.

Nothing contained in this Order shall alter, vary, or affect the tolls, rates, or charges which the company are, at the commencement of this Order, authorised to demand and take in respect of merchandise traffic on the Monmouthshire railways of the company amalgamated with the undertaking of the company by the Great Western and Monmouthshire Railway Companies Amalgamation Act, 1880, or in respect of merchandise traffic on any line of railway on Lord Tredegar's Park Mile in the occupation of the company.

Saving.

Nothing contained in this Act shall repeal, affect, or prejudice the enactments contained in the provisoes to sect. 22 of the Great Western Railway (Various Powers) Act, 1867, or the provisions with regard to tolls and charges contained in sect. 30 of the Great Western Railway Act, 1872, or sect. 47 of the Great Western Railway Act, 1873.

The proviso to sect. 22 of the Great Western Railway Company's Various Powers Act of 1867 (30 & 31 Vict. cap. cl.) is as follows :—

Provided always that the maximum charge for the conveyance (exclusive of waggons) of coal and coke from any part of the said railways, including Dowlais to Cardiff or other stations in South Wales on the railways of the company or of the Rhymney Company, may be, but shall not exceed, as regards coal seven-eighths of a penny per ton per mile, and as regards coke one penny per ton per mile. Provided also that for articles and persons conveyed on the railways Nos. 1, 2, and 3 for a less distance than four miles tolls, rates, and charges may be demanded as for four miles.

Railway No. 1 commences with a junction with the Taff Vale extension of the Newport, Abergavenny, and Hereford Railway

near the mile post denoting  $35\frac{1}{4}$  miles from Swansea, and terminates with a junction with the Colley line of the Dowlais Iron Company.

Railway No. 2 (5 miles 1 furlong) from termination of railway No. 1 to siding of the Dowlais Iron Company.

Railway No. 3 (5 furlongs) from a junction with railway No. 2, about 500 yards from the termination thereof to Cwm Canol Street, Dowlais.

The Great Western Railway Acts of 1872 and 1873 authorise the construction of certain railways, and sects. 30 and 47 of those Acts respectively provide for the charging of the same tolls as contained in the Company's Act of 1867.

The railways are—

**Act of 1872 :**

- No. 1.—A railway in Merthyr Tydfil, Dowlais Ironworks to Ffoes-y-fran Ironstone Mine Pit.
- No. 2.—From railway No. 1 to the old works railway of the Dowlais Iron Co.
- No. 3.—From railway No. 2 to private railway of the Plymouth Iron Co.
- No. 4.—A deviation railway from railway No. 2 of the Act of 1867 to railway No. 2 authorized by this Act of 1872.

**Act of 1873.**

- No. 1.—A railway or siding 3 furlongs 5 chains in Bristol.
- No. 2.—A railway from the Wrexham and Minera railway to the Ffrwyd branch railway.
- No. 3.—A branch railway from No. 2 last-mentioned towards Brynmally branch railway.
- No. 4.—A branch of the Lwynnennion branch railway towards Wrexham.
- No. 5.—A deviation railway in Dudley from near Netherton station to railway No. 1 of the West Midland Act of 1862.
- No. 6.—A deviation railway in Rowley Regis from the last-mentioned railway No. 5 to railway No. 1 of the West Midland Act of 1862.





SCALE I.—continued.

	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.	Station Terminal at each End.	Service Terminals.			
						Loading.	Unloading.	Covering.	Uncovering.
9. Railways governed by the Llynvi Valley Railway Act, 1856, viz. :— Porthcawl and Bridgend to Blaenavon, with branches to Blaen Garw and Ty Hirwain .....	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.
10. Railways governed by the Coleford Railway Act, 1872, viz. :— Wyesham Junction to Coleford .....									
11. Railways governed by the Severn Tunnel Railway Act, 1872, viz. :— Severn Tunnel Junction to Pilning .....									
12. Railways governed by the Shrewsbury and Chester Railway Act, 1846, viz. :— Shrewsbury to Saltney Junction, with branches to Oswestry and to Brynry Owen and Legacy Colliery, and from Wheatsheaf Junction to Gwersyllt, from Croes-newydd to Brynmally and Firwd, and from Brymbo to Minera and Vron.....	A 0·26	0·85	0·50	0·40	0 8	—	—	—	—
13. Railways governed by the Worcester and Hereford Act, 1853, viz. :— Shelwick Junction to Worcester .....	B 1·25	1·0	0·80	0·50	0 6	—	—	—	—
14. Railways governed by the Bala and Dolgelly Act, 1862 .....									

SCALE II.—Applicable to all portions of the Railway not herein specially mentioned.

In respect of the Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				Maximum Station Terminal at each End.
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.	
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton. s. d.
A.	1·50	0·90	0·40	0·35	0 8
B.	1·60	1·20	0·80	0·50	0 6

Provided that if at any time after the commence-  
s 2

ment of this Order the clear annual profits divisible upon the whole subscribed and paid-up capital ordinary stock of the Great Western Railway Company upon an average for three consecutive years shall equal or exceed the rate of six pounds for every 100*l.* of such paid-up capital stock, Scale I. shall become and shall continue to be applicable to the railways governed by the South Wales Railway Act, 1845, as amended by the South Wales Railway Consolidation Act, 1855.

SCALE III.—*Applicable to the following portions of the Railway.*

	Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
	Per Ton per Mile.	
1. Railways governed by the Newport, Abergavenny, and Hereford Railway Act, 1846, viz.:— Hereford (Barton) to Mountain Ash (Middle Duffryn).....	Class A.	Class A.
2. Railways governed by the Ogmore Valley Railway Act, 1863, viz.:— Nantymael to Brynmenyn, Black Mill to Gelly Rhaid, and Little Ogmore Branch .....	0·875 <i>d.</i>	3 <i>d.</i>
		Class B.
3. Railways governed by the Pontypool, Caerleon, and Newport Railway Act, 1865, viz.: — Pontypool Road to Maindee Junction (Newport), viâ Caerleon ..	The maximum rates set out in Scale I.	
4. Railways governed by the Cardiff and Ogmore Railway Act, 1873, viz.:— Blackmill Junction to Llanharran Junction .....		

Provided that in respect of the railways to

which Scale III. is applicable the power of the company to charge for a distance less than six miles shall have effect as if four miles were substituted for six (*d*).

(b) Rates and Terminals in respect of Merchandise comprised in Classes C., 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Load-ing.	Un-load-ing.	Cover-ing.	Un-cover-ing.	
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>		Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

(*d*) See note to similar proviso in Great Northern Schedule, *ante*, pp. 252, 253.

[55 & 56 Vict. cap. xlv.]

HULL, BARNSELEY, AND WEST RIDING JUNCTION.

Short title. [NOTE.—The Provisional Order applicable to the Hull, Barnsley, and West Riding Junction Railway Company may be cited as “The Railway Rates and Charges, No. 8 (Hull, Barnsley, and West Riding Junction Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 8 (Hull, Barnsley, and West Riding Junction Railway) Order Confirmation Act, 1892.”]

Commence-ment. Commencement of the Order, 1st January, 1893, unless the Board of Trade otherwise direct.]

MAXIMUM RATES AND CHARGES

APPLICABLE TO THE

Hull, Barnsley, and West Riding Junction Railway Company.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the next 50 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·15	0·90	0·45	0·40	0 3	—	—	—	—	A.
B.	1·25	1·00	0·80	0·50	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. xlvii.]

ISLE OF WIGHT RAILWAY.

[NOTE.—The Provisional Order applicable to the Isle of Wight Short title. Railway Company, and the Companies next mentioned, may be cited as “The Railway Rates and Charges, No. 9 (Isle of Wight Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 9 (Isle of Wight Railway, &c.) Order Confirmation Act, 1892.”

Commencement of the Order, 1st January, 1893, unless the Board of Trade otherwise direct.] Commence-ment.

MAXIMUM RATES AND CHARGES

APPLICABLE TO THE

Isle of Wight Railway Company,  
Isle of Wight Central Railway Company,  
Brading Harbour Improvement Railway and  
Works Company,  
and  
Freshwater, Yarmouth, and Newport Railway  
Company.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Un-loading.	Covering.	Un-covering.	
	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	
A.	1·75	0 3	—	—	—	—	A.
B.	1·90	0 6	—	—	—	—	B.
C.	2·00	1 0	0 3	0 3	1	1	C.
1.	2·25	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	1 6	0 8	0 8	2	2	2.
3.	3·10	1 6	1 0	1 0	2	2	3.
4.	3·75	1 6	1 4	1 4	3	3	4.
5.	4·30	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. xlviii.]

## LANCASHIRE AND YORKSHIRE RAILWAY COMPANY.

Short title.	[NOTE.—The Provisional Order applicable to the Lancashire and Yorkshire Railway may be cited as “The Railway Rates and Charges, No. 10 (Lancashire and Yorkshire Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 10 (Lancashire and Yorkshire Railway, &c.) Order Confirmation Act, 1892.”]
Commencement.	Commencement of the Order, 1st January, 1893, unless the Board of Trade otherwise direct.]

*Companies to which the Lancashire and Yorkshire Railway Company's Schedule applies, being the Appendix to the Schedule of the Lancashire and Yorkshire Railway Company.*

The London and North Western Railway Company, and the Lancashire and Yorkshire Railway Company in respect of the Lancashire Union Railway from Cherry Tree to Chorley and from Adlington to Boars Head; the North Union Railway from Euxton Junction to Preston; the Preston and Longridge Railway; and the Preston and Wyre Railway.

The London and North Western Railway Company; the Lancashire and Yorkshire Railway Company; and the Corporation of Preston in respect of the Ribble Branch Joint Railway Company.

MAXIMUM RATES AND CHARGES.

In calculating the distance over which any **Allowances.** merchandise is conveyed, and for all purposes of rates and charges, the extended line of railway authorised by the Manchester and Leeds Railway Act, 1839, and the line of railway connecting the same with the Lancashire and Yorkshire Railway Company's main line of railway, or any part thereof, is to be calculated as two and a half miles.

PART I.—GOODS AND MINERALS.

SCALE I.—*Applicable to such railways as are not hereinafter specially mentioned.*

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						A. B. C. 1. 2. 3. 4. 5.
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles or any part of such Distance.	For the next 30 Miles or any part of such Distance.	For the next 50 Miles or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.			
A.	1·00	0·85	0·50	0·40	0 3	—	—	—	—	A.	
B.	1·40	1·00	0·80	0·50	0 6	—	—	—	—	B.	
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.	
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.	
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.	
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.	
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.	
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.	



Lancashire & Yorkshire Railway—continued.

SCALE II.—Applicable to the Preston and Longridge Railway.

In respect of Mer- chandise comprised in the under-men- tioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					—
	For Consignments, except as other- wise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
			Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·25	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·40	0 6	—	—	—	—	B.
C.	1·80	1 0	0 3	0 3	1	1	C.
1	2·20	1 6	0 5	0 5	1·50	1·50	1
2	2·65	1 6	0 8	0 8	2	2	2
3	3·10	1 6	1 0	1 0	2	2	3
4	3·60	1 6	1 4	1 4	3	3	4
5	4·30	1 6	1 8	1 8	4	4	5

Provided always, that with respect to merchandise in Class A. conveyed between Dock Street, Preston, and Deepdale, the maximum rate for conveyance shall not exceed 2*d.* per ton.

[54 & 55 Vict. cap. ccxxi.]

## LONDON & NORTH WESTERN RAILWAY.

[NOTE.—The Provisional Order applicable to the London and North Western Railway Company may be cited as “The London and North Western Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The London and North Western Railway Company (Rates and Charges) Order Confirmation Act, 1891.”] Short title.

Commencement of Order 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st January, 1893.] Commencement.

*Companies to which the London and North Western Rates apply, being the Appendix to the London and North Western Schedule.*

The Great Western Railway Company in respect of the Birkenhead Railway (including the West Kirby lines) and the Wrexham & Minera Railway.

The Brecon and Merthyr Tydfil Junction Railway Company in respect of the Dowlais and Merthyr Railway.

The Rhymney Railway Company in respect of the Nantybwch and Rhymney Railway.

The Charnwood Forest Railway Company in respect of the Charnwood Forest Railway.

The Harborne Railway Company in respect of the Harborne Railway.

The Mold and Denbigh Junction Railway Company in respect of the Mold and Denbigh Junction Railway.

### MAXIMUM RATES AND CHARGES.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the Runcorn Bridge is to be Runcorn Bridge and Junction Railway.

calculated as nine miles, and the junction railway authorized by the Stockport, Disley, & Whaley Bridge Railway Act, 1855, is to be calculated as three quarters of a mile.

Different  
scales.

Where the distance over which merchandise is conveyed consists in part of a line or lines of railway to which one scale, and in part of a line or lines to which another, or more than one other scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

Saving of  
St. Helens  
Transfer Act,  
1864, and  
L. & N. W.  
Ry. Co.  
(Additional  
Powers) Act,  
1867.

Nothing in this Order shall affect the tolls, rates, dues, and charges prescribed by the St. Helens Canal and Railway Transfer Act, 1864 (sects. 12, 13, and 14), the London & North Western Railway (Additional Powers, England) Act, 1865 (sect. 72), and the London & North Western Railway (New Works and Additional Powers) Act, 1867 (sect. 48), but the company may, in respect of the traffic there referred to, demand or take the tolls, rates, dues, or charges prescribed by those enactments, and shall not demand or take any tolls, rates, dues, or charges in excess thereof. Provided further that nothing herein contained shall prejudice or affect any maximum rates or charges in respect of any new dock for the construction of which the company may seek powers from Parliament.

The St. Helens Canal & Railway Transfer Act, 1864, sect. 12, provides in effect that, except as expressly provided, the charges

shall be the same as on the rest of the London & North Western Railway. Sect. 13 provides that the London & North Western Railway Company shall not demand and receive any greater toll, rate, or charge than the following:—

For stone, sand, clay, bricks, and limestone, conveyed to and from—

			PER TON
St. Helens and Widnes Dock	-	-	1s. 2d.
St. Helens and Garston Dock	-	-	1s. 6d.

For pyrites, manganese, copper ore, emery stone, plaster stone, salt, timber, and merchandise conveyed to and from—

			PER TON
St. Helens and Widnes Dock	-	-	1s. 8d.
St. Helens and Garston Dock	-	-	2s. 2d.

For all traffic between—

Widnes Dock or Sankey Canal be- tween West Bank Locks and the first bridge across the canal	PER	{ the sidings of any works in the township of Widnes directly communicating with the line thereby trans- ferred	PER TON 0s. 8d.

Garston Dock and such sidings	-	-	1s. 3d.
-------------------------------	---	---	---------

And in all the above cases the charges are respectively to include dock dues, receiving from the ship and loading on the waggons, or the unloading from the waggons and delivery to the ship, and also the use of waggons.

For all traffic conveyed from—

Such sidings in Widnes as above mentioned	}	to { works in the town- ship of Widnes	PER TON 0s. 6d.

For all traffic other than coal or refuse conveyed from—

Works having a siding communi- cating with the St. Helens Railway	}	to { works having sidings com- municating with the same lines not more than three miles distant	PER TON 0s. 9d.

This last-mentioned charge to include use of waggons, but not portage.

All the above charges for traffic to and from St. Helens are to include the taking waggons with goods to and from the sidings directly communicating with the lines of the St. Helens Railway, not being more than two and a quarter miles northward of Sutton Oak Junction.

For any of the foregoing articles when placed at the desire or by the default of the consignee on the wharves of the Widnes or Garston Dock, the company may charge a wharfage rate not

exceeding  $4\frac{1}{2}d.$  per ton, and if they remain longer than one month  $1d.$  per ton per month or part of a month.

For all coal from any colliery on the St. Helens Railway, not more than sixteen miles from Garston Dock to that dock - - - - -  $1s. 3d.$  per ton including the charge for the use of the dock, and if the owner supplies the locomotive power there is to be a reduction of  $4d.$  per ton.

For alkaline waste, slag, and other refuse conveyed exclusively by the railways transferred by the Act, the rates authorised to be charged for slack.

And by sect. 14 no charge is to be made for delivery to or taking from sidings communicating with the railway.

The London and North Western Railway Company (Additional Powers) Act, 1867, authorised, amongst other things, the construction of new docks at Garston, and sect. 48, after incorporating sect. 13 and certain other sections of the St. Helens Canal and Railway Transfer Act of 1864, provided that the expression "Garston Dock," used in sect. 13 of the Act of 1864, should comprise the new docks authorised by the Act of 1867; that the expression "dock dues" and "charges for the use of the dock" should comprise the charges imposed in the schedule; and that the expression "the railways hereby transferred" should mean the then existing lines of the St. Helens Railway, and all other railways, tramways, and sidings in connection with the docks authorised by the Act of 1867; and nothing in the Act was to authorise the railway company to receive any further toll, rate, or charge in respect of any matters mentioned in the incorporated sections so far as regards the docks thereby authorised, than the maximum toll, rate, or charge by the said sections and by Schedule B. to the Act of 1867 authorised.

The section then goes on to provide a maximum dock tonnage rate of  $2d.$  per ton register on entry to the docks, receivable from the owners of vessels carrying cargo for any traders or persons entitled to the privileges in the said sections accorded; and also that no dock tonnage rate should be payable by persons on lighters carrying cargo from or to any other part of the port of Liverpool for the service of vessels loading or unloading in the said docks.

Schedule B. contains a dock tonnage rate of  $2d.$  per ton on vessels to and from all places.

Saving of  
certain iron  
and steel  
rates.

The maximum rates for conveyance for iron and steel articles in classes B. and C. of the classification shall not exceed upon the portions

of the railway respectively governed by the London and North Western Railway Amalgamation Act, 1846 (9 & 10 Vict. c. 204), and the Stour Valley Railway Act, 1846 (9 & 10 Vict. c. 328), the rates by those Acts respectively authorised.

The rates for conveyance of iron and steel authorised by the London and North Western Railway Co. Amalgamation Act, 1846 (9 & 10 Vict. c. 204), are as follows:—

DESCRIPTION.	If Conveyed for a Distance of 50 Miles or upwards.	If for any less Distance than 50 Miles.
	Per Ton per Mile. d.	Per Ton per Mile. d.
For iron not damageable .....	1	1½
For damageable iron, sheet iron, hoop iron, and all other similar descriptions of wrought iron ....	1½	2
For metals, nails, anvils, vices, and chains .....	2	2½

This Act amalgamated the London and Birmingham, Grand Junction, and Manchester and Birmingham Railway Companies and applied to their railways.

The rates for conveyance of iron and steel authorised by the Stour Valley Act, 1846 (9 & 10 Vict. c. 328), are as follows:—

DESCRIPTION.	
	Per Ton per Mile. d.
Hoop iron, sheet iron, wire iron, and heavy iron castings, including railway chairs .....	2
Pig iron, bar iron, rod iron, plates of iron, slabs, billets, and rolled iron .....	1½
Metals (except iron nails), anvils, vices, and chains and light castings .....	3

The Stour Valley Act, 1847, applies to a railway commencing by a junction with the London and Birmingham Railway in the parish of Aston, and terminating by a junction with the Grand Junction (Birmingham to Warrington) Railway in the parish of

Bushbury, and a railway commencing with a junction with the last-mentioned (Aston to Bushbury) railway in the parish of Halesowen, and terminating at or near to the town of Dudley.

Whitehaven  
Junction and  
Cockermouth  
and Workington  
Railways.

Notwithstanding anything in this Order, the following provisions with respect to the traffic specified in Classes A. and B. passing over the Whitehaven Junction (Whitehaven and Maryport) and Cockermouth and Workington Railways or any portion of such railways shall apply and have effect:—

- (a) In respect of waggons provided by the company for the conveyance of traffic specified in Class A., the company shall be entitled to demand and receive a charge of one farthing per ton per mile.
- (b) In respect of the traffic specified in Classes A. and B., and of waggons provided by the company for the carriage thereof which shall be conveyed for a less distance than four miles, the company may demand and receive rates and charges as for four miles at the least irrespective of the place of origin or destination of such traffic.
- (c) No charge shall be made by the company for the mere delivery of trucks into and upon a siding not belonging to the company over the junction between the railway and such siding, or for the haulage of trucks from and off such a siding over the junction on to the railway of the company.

Hardware.

With respect to the articles and things set forth under the headings Hardware and Hollow ware

in Class 3 of the classification, the maximum rates for conveyance over the railways governed by the London and North Western Railway Amalgamation Act, 1846 (9 & 10 Vict. c. 204), and the Birmingham, Wolverhampton, and Stour Valley Railway Act, 1846 (9 & 10 Vict. c. 328), shall be twopence halfpenny per ton per mile if conveyed for any less distance than 50 miles, and twopence per ton per mile if conveyed for a distance of 50 miles or upwards, provided always that where such articles and things are conveyed for any distance exceeding 49 miles the company may charge as for 49 miles at the least.

See note, *ante*, p. 271.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Class A.

SCALE I.—*Applicable to such portions of the Railway as are not hereinafter specially mentioned.*

MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.				
For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.	Station Terminal at each End.	Service Terminals.			
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Loading.	Unloading.	Covering.	Uncovering.
<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>d.</i>	<i>d.</i>
A 0·95	0·85	0·50	0·40	0 3	—	—	—	—



SCALE II.—Applicable to the Railways herein specially mentioned.

	Maximum Rate for Conveyance.	Maximum Station Terminal at Each end.
	Per Ton per Mile.	
Sirhowy .....	d. ·875	d. 3
South Staffordshire :—	}	}
Dudley to Wichnor, and branches to Bes-		
cot, Dudley Port, Cannock, and Leigh-		
wood .....		
Wednesbury to Tipton and James Bridge.		
Norton Branch and Extension .....		
Littleworth Extension .....		
Merthyr, Tredegar, and Abergavenny :—		
Abergavenny to Nantylwch, Merthyr Ex-		
tension, and Cwm Bargoed Branch ....		
Nantylwch and Blaenau .....		
Brynmawr and Blaenau :—		
Brynmawr to Blaenau and Abersychan		
Extension .....		
Whitehaven Junction :—	}	}
Whitehaven to Maryport .....		
Cockermouth and Workington .....		
The Dowlais and Merthyr Railway, jointly		
owned by the Company and the Brecon		
and Merthyr Tydfil Junction Railway		
Company .....		
The Nantylwch and Rhymney Railway,		
jointly owned by the Company and the		
Rhymney Railway Company .....		
The Charnwood Forest Railway, worked by	}	}
the Company .....		
South Leicestershire :—		
Nuneaton to Wigston .....		
Mold Junction to Mold and Coed Talon ....		
Carnarvon to Llanberis .....		
The Mold and Denbigh Junction Railway,		
worked by the Company .....		
Carnarvon Junction to Afonwen Junction..		
Nantlle Branch .....		
Chester and Holyhead .....		
Bangor and Bethesda .....		
Stockport Junction to Buxton .....		
Cromford and High Peak .....		
Buxton and High Peak Junctions .....		
Ashbourne and Buxton .....		
Lancaster and Carlisle, including Ingleton,		
Morecambe, and Glasson Dock Branches..		
	d. 1·25	d. 3
	d. 2·0	d. 3

Short dis-  
tance.

Provided that with regard to the Sirhowy Railway, the company shall with respect to merchandise in Class A. conveyed for a less

distance than four miles, have power to charge as for four miles at the least, irrespective of the place of origin or destination of the traffic.

SCALE III.—Applicable to the Cannock Chase Railway.

For the whole or any portion of the Cannock Chase Railway, the company may charge a maximum rate of 9*d.* per ton, except with regard to merchandise passing along and from the railway secondly described in and authorised by the Cannock Chase Railway Act, 1860, on to the Littleworth Tramway, and not having passed along any part of the railway firstly described in the said Act, for which merchandise they may charge a maximum rate of 4·50*d.* per ton.

Cannock  
Chase.

(b) Rates and Terminals in respect of Merchandise comprised in Classes B., C., 1, 2, 3, 4, and 5.

SCALE I.—Applicable to such portions of the Railway as are not hereinafter specially mentioned.

In respect of Merchandise comprised in Class.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					B. C. 1 2 3 4 5
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.	Station Terminal at each End.	Service Terminals.				
						Loading.	Unloading.	Covering.	Uncovering.	
Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>		
B.	1·25	1·0	0·80	0·50	0 6	—	—	—	—	
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	
1	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	
2	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	
3	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	
4	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	
5	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	

L. & N. W.  
Ry.—*contd.*  
Whitehaven  
Junction.

(c) Rates and Terminals in respect of Merchandise  
comprised in Class B.

SCALE II.—*Applicable to the Railways herein specially mentioned.*

	Maximum Rate per Ton per Mile.	Station Terminal at each End.
	<i>d.</i>	<i>s. d.</i>
Whitehaven Junction :— Whitehaven to Maryport, Cockermouth, and Workington .....	1·50	0 6

Provided always that with regard to merchandise in Class B. conveyed upon the Whitehaven Junction or Cockermouth and Workington Railways or any portion thereof for which the company do not provide waggons, the maximum rate for conveyance before mentioned shall be reduced by the sum of  $\frac{1}{4}d.$  per ton per mile.

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[54 & 55 Vict. cap. cccvi.]

## LONDON AND SOUTH WESTERN RAILWAY.

[NOTE.—The Provisional Order applicable to the London and South Western Railway Company may be cited as “The London and South Western Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The London and South Western Railway Company (Rates and Charges) Order Confirmation Act, 1891.”] Short title.

Commencement of the Order 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st Jan. 1893.] Commence-  
ment.

*Companies to which the London and South Western Railway Rates apply, being the Appendix to the London and South Western Railway Company's Schedule.*

The Weymouth and Portland Railway Company,  
in respect of the Weymouth and Portland Railway.

The Plymouth and Dartmoor Railway Company,  
in respect of the Plymouth and Dartmoor Railway.

The Stonehouse Port Improvement Company,  
in respect of the Stonehouse Port Railway.

The Somerset and Dorset Railway Company,  
in respect of the Somerset and Dorset Railway.

The North Cornwall Railway Company, in  
respect of the North Cornwall Railway.

The Salisbury Railway and Market House  
Company, in respect of the Salisbury Market  
Branch Railway.

The Bridgwater Railway Company, in respect of the Bridgwater Railway.

The Plymouth, Devonport, and South Western Junction Railway Company, in respect of the Plymouth, Devonport, and South Western Junction Railway.

The Sidmouth Railway Company, in respect of the Sidmouth Railway.

The Midland Railway Company, in respect of the Midland and London and South Western Joint Corfe Mullen Junction Railway.

The London, Brighton, and South Coast Railway Company, in respect of the following joint lines:—

Joint Portsmouth Railway.

Isle of Wight and Ryde Pier Railway.

Southsea Railway.

Tooting, Merton, and Wimbledon Railway.

Epsom and Leatherhead Railway.

#### MAXIMUM RATES AND CHARGES.

Different  
scales.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another, or more than one other scale of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., C.

SCALE I.—Applicable to such portions of the Railway as are not hereinafter specially mentioned.

In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	The first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	
A.	1-50	0-95	0-75	0-60	0 3	—	—	—	—	A.
B.	1-60	1-10	0-85	0-70	0 6	—	—	—	—	B.
C.	1-80	1-50	1-20	0-70	1 0	0 3	0 3	1	1	C.

SCALE II.—Applicable to the portions of the Railway herein specially mentioned.

	In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.				
		For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.			
				Loading.	Unloading.	Covering.	Uncovering.
		Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	Per Ton. d.	Per Ton. d.
Nine Elms to Surbiton ..	A. B. C.	1-90	0 3	—	—	—	—
Wimbledon to Putney ..							
Clapham Junction to Feltham Junction .....							
Barnes to Feltham Junction (loop line) .....							
Hammersmith Junction to Richmond Junction ....							
Twickenham to Malden ..	C.	2-20	1 0	3	3	1	1

L. & S. W. Railway—continued.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Termi- nal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.	
1.	2·25	1·90	1·65	1·35	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	2·35	2·05	1·65	1 6	0 8	0 8	2	2	2.
3.	3·10	2·80	2·50	2·10	1 6	1 0	1 0	2	2	3.
4.	3·75	3·35	3·15	2·50	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	3·80	3·00	1 6	1 8	1 8	4	4	5.

[54 & 55 Vict. cap. ccxvii.]

## LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.

[NOTE.—The Provisional Order applicable to the London, Brighton, and South Coast Railway Company may be cited as “The London, Brighton, and South Coast Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The London, Brighton, and South Coast Railway Company (Rates and Charges) Order Confirmation Act, 1891.” Short title.

Commencement of Order 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st Jan. 1893.] Commencement.

*Companies to which the London, Brighton, and South Coast Railway Rates apply, being the Appendix to the London, Brighton, and South Coast Railway Company's Schedule.*

The South Eastern Railway Company in respect of the following joint railways:—

The Croydon and Oxted Railway.

The Woodside and South Croydon Railway.

The Bricklayers' Arms Railway.

The railway between London Bridge and Corbett Lane Junction.

The railway between Coulsdon and Redhill.

The railway between Bo-peep Junction and Hastings.

The London, Chatham, and Dover Railway Company in respect of the railway between Wandsworth Road and Loughborough Park.

The London and South Western Railway Company in respect of the railway between Pease-marsh Junction and Guildford.



The Hayling Railway Company in respect of the Hayling Railway.

The Brighton and Dyke Railway Company in respect of the Brighton and Dyke Railway.

MAXIMUM RATES AND CHARGES.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another or more than one other scale, of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

SCALE I.—*Applicable to such portions of the Railway as are not hereinafter specially mentioned.*

In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>		Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	Per Ton. <i>d.</i>	
	A.	B.	C.							
	1.50	0.95	0.75	0.60	0 3	—	—	—	—	A.
	1.60	1.10	0.85	0.70	0 6	—	—	—	—	B.
	1.80	1.50	1.20	0.70	1 0	3	3	1	1	C.

SCALE II.—Applicable to the portions of the Railway herein specially mentioned.

	In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.				
		For Consignments except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.			
				Loading.	Unloading.	Covering.	Uncovering.
		Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.
(a) London Bridge to Croydon (including junction with Bricklayers' Arms Railway and junctions with South London Railway at Old Kent Road) .....	A.						
(b) South London Line .....							
(c) Bricklayers' Arms Railway ....							
(d) Thames Junction Railway (Deptford Wharf Branch), including junction with main line at New Cross, and with South London Line at Old Kent Road .....		d.	s. d.	d.	d.	d.	d.
		1·90	0 3	—	—	—	—
(e) Victoria to Croydon, including branch to Battersea Wharf, branch from Balham to Norwood Junction and Selhurst, Norwood Spur, branch from Streatham Junction to Tooting Junction, Crystal Palace, and Sydenham Spur, Streatham Spurs, Tulse Hill Spurs .....							
		2·00	0 6	—	—	—	—
(f) The Tooting, Merton, and Wimbledon Railway (Tooting Junction viâ Wimbledon to Tooting Junction) .....	C.						
(g) Wimbledon and Croydon Railway (Wimbledon to Croydon) ..							
(h) The railway from Peckham Rye to Mitcham Junction, viâ Tulse Hill .....							
		2·20	1 0	3	3	1	1

L. B. & S. C. Railway—continued.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.									
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.								
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.					
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.				
	d.	d.	d.	d.	s. d.	s. d.	s. d.	s. d.	d.	d.				
1.	2·25	1·90	1·65	1·35	1 6	0 5	0 5	1·50	1·50		1.			
2.	2·75	2·35	2·05	1·65	1 6	0 8	0 8	2	2		2.			
3.	3·10	2·80	2·50	2·10	1 6	1 0	1 0	2	2		3.			
4.	3·75	3·35	3·15	2·50	1 6	1 4	1 4	3	3		4.			
5.	4·30	3·90	3·80	2·90	1 6	1 8	1 8	4	4		5.			

[54 & 55 Vict. cap. ccxviii.]

## LONDON, CHATHAM AND DOVER RAILWAY.

[NOTE.—The Provisional Order applicable to the London, Chatham and Dover Railway Company may be cited as “The London, Chatham and Dover Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The London, Chatham and Dover Railway Company (Rates and Charges) Order Confirmation Act, 1891.”] Short title.

Commencement of the Order 1st August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st Jan. 1893.] Commencement.

*Companies to which the London, Chatham and Dover Railway rates apply, being the Appendix to the London, Chatham and Dover Railway Company's Schedule.*

The Victoria Station and Pimlico Railway Company, in respect of the Victoria Station and Pimlico Railway.

The London, Brighton, and South Coast Railway Company, in respect of the line between Barrington Road Junction, Brixton, and Cow Lane Junction, Peckham.

The London, Brighton, and South Coast Railway Company, in respect of the line between the Norwood Spur Junction and the Norwood Junction Station, and between the Crystal Palace Line Junction and the Crystal Palace Station.

The Mid Kent (Bromley to St. Mary Cray)

Railway Company, in respect of the Mid Kent (Bromley to St. Mary Cray) Railway.

The South Eastern Railway Company, in respect of the Dover and Deal Joint Railway.

#### MAXIMUM RATES AND CHARGES.

**Allowances.** In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the City Lines Undertaking from West Street Junction to Earl Street, authorised by the London, Chatham and Dover Railway (City Undertaking) Act, 1864, is to be calculated as two and a half miles; the Victoria Station and Pimlico Railway, authorised by the Victoria Station and Pimlico Railway Act, 1858, is to be calculated as six miles; the Metropolitan Extension Line, between Earl Street and Walworth Road, is to be calculated as six miles; and the railway between Wandsworth Road and the junction with the Victoria Station and Pimlico Railway is to be calculated as six miles.

**Different scales.**

Where the distance over which merchandise is conveyed consists in part of a line or lines of railway to which one scale, and in part of a line or lines to which another, or more than one other scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of the Merchandise comprised in Classes A., B., and C.

SCALE I.—Applicable to such portions of the Railway as are not hereinafter specially mentioned.

In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.		Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	
A.	1.50	0.95	0.75	0.60	0 3	—	—	—	—	A.
B.	1.60	1.10	0.85	0.70	0 6	—	—	—	—	B.
C.	1.80	1.50	1.20	0.70	1 0	0 3	0 3	1	1	C.

SCALE II.—Applicable to the portions of the Railway herein specially mentioned.

	In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.					
		For other Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.					
				Loading.	Unloading.	Covering.	Uncovering.		
The City Lines— From West Street Junction with the Metropolitan Railway to Earl Street, Blackfriars....		Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	A.	d.	s. d.	d.	d.	d.	d.	d.	
	B.	1.90	0 3	—	—	—	—	—	
	C.	2.00	0 6	—	—	—	—	—	
		2.20	1 0	3	3	1	1		

SCALE II.—continued.

	In respect of Merchandise comprised in the undermentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.				
		For other Consignments except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.			
				Loading.	Unloading.	Covering.	Uncovering.
		Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.
The Metropolitan Extension Lines— From Earl Street to Penge Junction; to Victoria Bridge Junction; to Lavender Hill Junction; to Tulse Hill Junction; from Herne Hill to Brixton; from Shepherd's Lane Junction to Barrington Road Junction, Brixton; and from Nunhead Junction to Greenwich .....	A.	d. 1·90	s. d. 0 3	d. —	d. —	d. —	d. —
The Victoria Station and Pimlico Line of the Victoria Station and Pimlico Railway Company— From Victoria Station to the junctions with the Metropolitan Extension Lines of the London, Chatham, and Dover Company on the south side of the Victoria Railway Bridge over the River Thames	B.	2·00	0 6	—	—	—	—
	C.	2·20	1 0	3	3	1	1
The Crystal Palace and South London Junction Line— From Cow Lane Junction to the Crystal Palace..							
The railway from the Crystal Palace Line Junction to Shortlands Junction..							
The railway of the Mid Kent (Bromley to St. Mary Cray) Railway Company .....							

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each end.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
1.	d. 2·25	d. 1·90	d. 1·65	d. 1·35	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.
2.	2·75	2·35	2·05	1·65	1 6	0 8	0 8	2	2	2.
3.	3·10	2·80	2·50	2·10	1 6	1 0	1 0	2	2	3.
4.	3·75	3·35	3·15	2·50	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	3·80	2·90	1 6	1 8	1 8	4	4	5.



[55 & 56 Vict. cap. xlix.]

## LONDON, TILBURY, AND SOUTHEND RAILWAY COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the London, Tilbury, and Southend Railway Company, and the other Companies next mentioned, may be cited as “The Railway Rates and Charges, No. 11 (London, Tilbury, and Southend Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 11 (London, Tilbury, and Southend Railway, &c.) Order Confirmation Act, 1892.”]

Commence-  
ment.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

London, Tilbury and Southend Railway Com-  
pany,  
Burry Port and Gwendraeth Valley Railway  
Company,  
Colne Valley and Halstead Railway Company,  
East and West Junction Railway Company,  
Eastern and Midlands Railway Company,  
Evesham, Redditch and Stratford-on-Avon  
Railway Company,  
Felixstowe Railway and Dock Company,  
Gwendraeth Valley Railway Company,  
King's Lynn Docks and Railway Company,  
Mellis and Eye Railway Company,  
Northampton and Banbury Junction Railway  
Company,

Ramsey and Somersham Junction Railway Company,  
Tottenham and Hampstead Junction Railway Company,  
and the  
Wivenhoe and Brightlingsea Railway Company.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						A. B. C. 1. 2. 3. 4. 5.
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
A.	d. 1·15	d. 0·90	d. 0·45	d. 0·40	s. d. 0 3	s. d. —	s. d. —	d. —	d. —		
B.	1·40	1·05	0·80	0·55	0 6	—	—	—	—		
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1		
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50		
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2		
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2		
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3		
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4		

[55 &amp; 56 Vict. cap. 1.]

## MANCHES'TER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the Manchester, Sheffield, and Lincolnshire Railway Company, and the other Companies next mentioned, may be cited as “The Railway Rates and Charges, No. 12 (Manchester, Sheffield, and Lincolnshire Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 12 (Manchester, Sheffield, and Lincolnshire Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Manchester, Sheffield, and Lincolnshire Railway Company,

Liverpool, Southport, and Preston Junction Railway Company,

Macclesfield Committee,

*And also to the following Companies comprised in the Appendix to the Manchester, Sheffield, and Lincolnshire Railway Company's Schedule.*

The Wigan Junction Railways Company, in respect of the Wigan Junction Railways;

The Great Northern Railway Company, the Manchester, Sheffield, and Lincolnshire Railway Company, and the Midland Railway Company, in respect of the Cheshire Lines Railways;

The Great Northern Railway Company, the Manchester, Sheffield, and Lincolnshire Railway

Company, the Midland Railway Company, and the Southport and Cheshire Lines Extension Railway Company, in respect of the Southport and Cheshire Lines Extension Railway ;

The London and North Western Railway Company, and the Manchester, Sheffield, and Lincolnshire Railway Company, in respect of the Manchester South Junction and Altrincham Railway and the Oldham, Ashton, and Guide Bridge Junction Railway ;

The Manchester, Sheffield, and Lincolnshire Railway Company and the Midland Railway Company in respect of the Sheffield and Midland Committee Lines ;

The Great Northern Railway Company and the Manchester, Sheffield, and Lincolnshire Railway Company, in respect of the West Riding and Grimsby Railway.

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Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another, or more than one other, scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance. Different scales.

In calculating the distance for the purpose of the maximum charge for conveyance of any merchandise, mineral, animal, or other traffic hereafter mentioned, the bridge which carries the railway over the River Trent, as constructed under the South Allowances.

Yorkshire Railway Amendment Act, 1861, shall be calculated at a distance of one mile in respect of Classes A. and B., and in respect of all the other descriptions of traffic, whatsoever the distance, shall be calculated as half a mile, and the portion of the Manchester South Junction and Altrincham Railway between Ordsall Lane and London Road, or any part thereof, shall be calculated as three miles.

PART I.—GOODS AND MINERALS.

SCALE I.—*Applicable to the Oldham, Ashton and Guide Bridge Junction Railway, in respect of Merchandise in Class A.*

MAXIMUM RATE FOR CONVEYANCE.	MAXIMUM STATION TERMINAL AT EACH END.
Per Ton per Mile.	Per Ton.
1·25d.	3d.

SCALE II.—*Applicable to the Macclesfield Committee in respect of Merchandise comprised in Classes A. and B.*

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.
A.	d. 1·15	d. 0·90	d. 0·45	d. 0·40	d. 3	d. —	d. —	d. —	d. —	A.
B.	1·25	1·00	0·80	0·50	6	—	—	—	—	B.

SCALE III.—*Applicable, save as hereinbefore specially mentioned.*

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
						Loading.	Unloading.	Covering.	Uncovering.	
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
d.	d.	■	d.	s. d.	s. d.	s. d.	d.	d.	A.	
A.	1-00	0-85	0-60	0-40	0 3	—	—	—	—	A.
B.	1-40	1-00	0-80	0-60	0 6	—	—	—	—	B.
C.	1-80	1-50	1-20	0-70	1 0	0 3	0 3	1	1	C.
1.	2-20	1-85	1-40	1-00	1 6	0 5	0 5	1-50	1-50	1.
2.	2-65	2-30	1-80	1-50	1 6	0 8	0 8	2	2	2.
3.	3-10	2-65	2-00	1-80	1 6	1 0	1 0	2	2	3.
4.	3-60	3-15	2-50	2-20	1 6	1 4	1 4	3	3	4.
5.	4-30	3-70	3-25	2-50	1 6	1 8	1 8	4	4	5.

[55 &amp; 56 Vict. cap. li.]

## METROPOLITAN RAILWAY COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the Metropolitan Railway Company may be cited as “The Railway Rates and Charges, No. 13 (Metropolitan Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 13 (Metropolitan Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

*Companies to which the Metropolitan Railway Company's Schedule applies, being the Appendix to the Metropolitan Railway Company's Schedule.*

The Great Western Railway Company and the Metropolitan Railway, in respect of the Hammer-smith and City Joint Railway ;

The Metropolitan Railway Company and the Metropolitan District Railway Company, or either of these companies as the case may be, in respect of the City Lines and Extensions Railways.

## MAXIMUM RATES AND CHARGES.

Different scales.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another, or more than one other, scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

With regard to the following portions of the Allowances.  
railway:—

The Metropolitan Inner Circle Railway from junction with the District Railway at Mansion House Station to junction with the District Railway at South Kensington, including junction with the Great Western Railway at Bishop's Road ;

From Minories Junction with Inner Circle Line to Whitechapel Junction with East London Line, and junction with District Railway Company's Whitechapel Spur Line ;

The North Curve Junction Line from the Inner Circle Line, near Aldgate Station, to the junction with the Extension Line at Aldgate East Station ;

The junction line with Great Eastern Railway at Bishopsgate ;

The Metropolitan Railway widened lines from Moorgate Street Station to junction with Great Northern and Midland Railways at King's Cross, and junctions with London, Chatham, and Dover Railway at West Street and Snow Hill ;

The junction line with St. John's Wood Line at Baker Street ;

The company shall, with respect to all merchandise conveyed thereon for any distance greater than two miles, have power to charge for every mile or fraction of a mile as for three miles, and with respect to all merchandise conveyed thereon for any distance not exceeding two miles, the company shall have power to charge as for six



miles, irrespective in either case of the place of origin or destination of the traffic.

With regard to the following portions of the railway:—

The railway from Baker Street Station to Kingsbury-Neasden Station, including the junction line with Midland Railway at Finchley Road;

The Hammersmith and City Railway;

The company shall with respect to all merchandise conveyed thereon for any distance greater than three miles have power to charge for every mile or fraction of a mile as for two miles, and with respect to all merchandise conveyed thereon for any distance not exceeding three miles the company shall have power to charge as for six miles, irrespective in either case of the place of origin or destination of the traffic.

Provided always, that section 11 of this Schedule shall not apply to the portions of the railway hereinbefore mentioned.

#### PART I.—GOODS AND MINERALS.

SCALE I.—*Applicable to the following portions of the Railway:—*

The Metropolitan Inner Circle Railway from junction with the District Railway at Mansion House Station to junction with the District Railway at South Kensington, including junction with the Great Western Railway at Bishop's Road.

From Minories Junction with Inner Circle Line to Whitechapel Junction with East London Line,

and junction with District Railway Company's Whitechapel Spur Line.

The North Curve Junction Line from the Inner Circle Line, near Aldgate Station, to the junction with the Extension Line at Aldgate East Station.

The junction line with Great Eastern Railway at Bishopsgate.

The Metropolitan Railway widened lines from Moorgate Street Station to junction with Great Northern and Midland Railways at King's Cross, and junctions with London, Chatham, and Dover Railway at West Street and Snow Hill.

The junction line with St. John's Wood Line at Baker Street.

The railway from Baker Street Station to Kingsbury-Neasden Station, including the junction line with Midland Railway at Finchley Road.

The Hammersmith and City Railway.

SCALE I.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
			Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·90	0 3	—	—	—	—	A.
B.	2·00	0 6	—	—	—	—	B.
C.	2·20	1 0	0 3	0 3	1	1	C.
1.	2·50	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	1 6	0 8	0 8	2	2	2.
3.	3·10	1 6	1 0	1 0	2	2	3.
4.	3·75	1 6	1 4	1 4	3	3	4.
5.	4·30	1 6	1 8	1 8	4	4	5.

Metropolitan Railway—continued.

SCALE II.—Applicable to all portions of the Railway not herein specially mentioned.

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Termi- nal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·15	d. 0·90	d. 0·45	d. 0·40	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·40	1·05	0·80	0·55	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

[54 & 55 Vict. cap. ccxix.]

## MIDLAND RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the Midland Railway Company may be cited as “The Midland Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The Midland Railway Company (Rates and Charges) Order Confirmation Act, 1891.”] Short title.

Commencement of Order 1st August, 1892, or such later date as Board of Trade direct. Now postponed to 1st January, 1893.] Commencement.

*Companies to which the Midland Schedule of Rates applies, being the Appendix to the Midland Schedule.*

The Great Northern Railway Company in respect of the following joint railways, viz. :—

Bourn and Lynn Railway and Spalding Junctions,  
Peterborough, Wisbech, and Sutton Bridge Railway,  
Newark Curve,  
Railway from Little Bytham to Bourn.

The North Eastern Railway Company in respect of the Otley and Ilkley and the Swinton and Knottingley Joint Railways.

The London and North Western Railway Company in respect of the Ashby and Nuneaton Joint Railways.

The Great Western Railway Company in respect of the Bristol Port Railway and the Halesowen Railway.

The Halesowen Railway Company in respect of the Halesowen Railway.

The Furness Railway Company in respect of the Furness and Midland Joint Railways.

The Kettering, Thrapstone, and Huntingdon Railway Company in respect of the Kettering, Thrapstone, and Huntingdon Railway.

The Barnoldswick Railway Company in respect of the Barnoldswick Railway.

The Cannock Chase and Wolverhampton Railway Company in respect of the Cannock Chase and Wolverhampton Railway.

The Sutton Bridge Dock Company in respect of the railways forming part of the undertaking.

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

Rates and Terminals in respect of Merchandise comprised in Classes A., B., C., 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	RATE FOR CONVEYANCE.				Station Terminal at each End.	SERVICE TERMINALS.				—
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>		Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	
A.	1·15	0·90	0·45	0·40	0 3	—	—	—	—	A.
B.	1·25	1·00	0·80	0·50	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

Provided that, in respect of the under-mentioned railway, the power of the company to charge for a distance of less than six miles shall have effect as if the number of miles mentioned hereunder were substituted for six miles (*f*):—

Swansea Vale Railway, from Swansea to Brynamman, three miles.

(*f*) This does not seem to affect the power of the Midland Railway Company to charge as for four and a-half miles, where the carriage takes place between station and private siding, or *vice versa*.

[55 &amp; 56 Vict. cap. lii.]

## MIDLAND AND SOUTH WESTERN JUNCTION RAILWAY COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the Midland and South Western Junction Railway Company and the Companies next mentioned may be cited as “The Railway Rates and Charges, No. 14 (Midland and South Western Junction Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 14 (Midland and South Western Junction Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

### MAXIMUM RATES AND CHARGES

#### APPLICABLE TO THE

Midland and South Western Junction Railway Company,

Golden Valley Railway Company,

Liskeard and Caradon Railway Company,

Liskeard and Looe Union Canal Company,

Manchester and Milford Railway Company,

Neath and Brecon Railway Company,

Redruth and Chasewater Railway Company,

Snailbeach District Railway Company,

Tal-y-llyn Railway Company,

and the

Wirral Railway Company.

PART I.—GOODS AND MINERALS.

SCALE I.—*Applicable to the Liskeard and Caradon Railway Company, and the Liskeard and Looe Union Canal Company.*

In respect of Merchandise comprised in Class A.

Maximum Rate for Conveyance.	Maximum Station Terminal at each end.
Per Ton per Mile. 3d.	Per Ton. 3d.

SCALE II.—*Applicable with the above exception.*

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·50	d. 0·90	d. 0·40	d. 0·35	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.	
B.	1·60	1·20	0·80	0·50	0 6	—	—	—	—	B.	
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.	
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.	
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.	
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.	
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.	
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.	

Provided that in respect of the Neath and Brecon Railway, the power of the company to charge for a distance less than six miles shall have effect as if four miles were substituted for six.



[55 &amp; 56 Vict. cap. liii.]

NORTH EASTERN RAILWAY COMPANY(*a*).

Short title.

[NOTE.—The Provisional Order applicable to the North Eastern Railway Company and the Companies next mentioned may be cited as “The Railway Rates and Charges, No. 15 (North Eastern Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 15 (North Eastern Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

## MAXIMUM RATES AND CHARGES

## APPLICABLE TO THE

North Eastern Railway Company,  
 Forcett Railway Company,  
 Great North of England, Clarence and Hartlepool Junction Railway Company,  
 Scarborough, Bridlington, and West Riding Junction Railway Company,  
 Scarborough and Whitby Railway Company,  
 and the  
 Marquis of Londonderry in respect of the Londonderry (Seaham to Sunderland) Railway.

Different scales.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the

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(*a*) The General Conditions applicable to the North Eastern Railway are similar not to the English but to the Scotch Railways, and these will be found, *post*, p. 336. The maximum rates for animals, however, are the same as the English companies, see p. 208.

company to which one scale, and in part of a line or lines to which another or more than one other scale, of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

1. In respect of the railways in Middlesbrough in the county of York, formerly known as the Middlesbrough Owners' Railways, and referred to in section 18 of the North Eastern Railway Act, 1884, the North Eastern Railway Company shall, in substitution for the rates and charges authorised by this schedule, only be authorised to demand and receive amounts not exceeding the rates and charges which they are authorised to charge under the provisions of the said last-mentioned Act.

Middles-  
brough  
Owners'  
Railway.

Sect. 18 of the North Eastern Railway Act, 1884, empowers the company to acquire the Middlesbrough Owners' Railways, and proceeds—"The company may demand, receive, and take for or in respect of the said railways, when acquired by them, and for or in respect of all services rendered upon or in connexion therewith, such reasonable tolls, rates, and charges, as they may from time to time appoint, not exceeding the tolls, rates, and charges levied or charged for the use of the said railways, or for any such services respectively by the owners of the said railways at the time of the acquisition thereof by the company.

"Notwithstanding anything in this Act contained, all corporations, companies, or persons, now entitled to any rights of user or other rights or privileges on, over, or in respect of the said railways, shall continue to be entitled to the same rights and privileges to the same extent and subject to the same terms and conditions, and for the same periods as they respectively would have been entitled thereto if this Act had not been passed."

The section contains other provisions not affecting the carriage of goods.

Ironstone on  
Cleveland  
section.

2. Notwithstanding anything in this Order contained, the North Eastern Railway Company shall not be entitled to demand or receive for the conveyance of ironstone on the Cleveland section of the railway any rates exceeding the following, namely:—For any distance not exceeding four miles, 6*d.* per ton, and for distances upwards of four miles, 1½*d.* per ton per mile. Provided that the said expression, “Cleveland section of the railway” means and includes the following portions of the railway, namely:—

- (1) Hutton Junction to Whitby.
- (2) Saltburn to Priestcroft Junction.
- (3) Hutton Junction to the Normanby Jetty, on the River Tees.

Saving.

3. Nothing in this Order contained shall repeal or affect section 38 of the Cleveland Railway Act, 1858, or section 20 of the Stockton and Darlington Railway Act, 1859, or section 20 of the North Eastern Railway Company's (Additional Powers) Act, 1882.

These sections, so far as material, are as follows:—

CLEVELAND RAILWAY ACT, 1858 (21 & 22 Vict. cap. cxiv.).

Sect. 38.—“Provided always, that for all passengers, minerals, and other articles or traffic respectively conveyed on the railway first described” (*i.e.* from Cook's Ground, Guisbrough to the Hall, Skinningrove) “between the terminus of that railway in the parish of Lofthouse, or any part of the said railway within one mile of such terminus and the junction with the Middlesbrough and Guisbrough Railway, the company shall demand the tolls and charges by this Act prescribed as for eight miles and a half only; and with respect to all such minerals, passengers, and other articles or traffic,

conveyed on the railway, and also on any collateral branch railway from Liverton to a junction with the railway at or near to Skinninggrove, those tolls and charges shall include all charges by the company for the working of that junction, and for all services performed by them with respect to all such passengers, minerals, and other articles respectively conveyed on that collateral branch railway."

STOCKTON AND DARLINGTON RAILWAY ACT, 1859 (22 & 23 Vict.  
cap. cxxvii.).

Sect. 20.—"With respect to all ironstone or iron ore passing along the Guisbrough branch of the company's railway or any part thereof which shall be conveyed on the said branch, or the company's railway, for shipment at Middlesbrough in any craft or vessel on the River Tees, or in the company's dock, the company shall not demand or receive for the same a toll exceeding one penny farthing per ton for each mile travelled, and the toll to be so received shall include the charges of the company for carriages and locomotive power, and the toll to be demanded for shipment of the ironstone or iron ore shall not exceed twopence half-penny per ton."

NORTH EASTERN RAILWAY COMPANY'S ADDITIONAL POWERS ACT,  
1882 (45 Vict. cap. l.).

Sect. 20 empowers the company to abandon and sell "That portion of their Cleveland Railway in the townships of Normanby, Upsall, and Guisbrough, and parishes of Eston, Ormsby, and Guisbrough, in the North Riding of the county of York, which lies between a point about 350 yards south of Messieurs Bell Brothers, Limited, Normanby Mines Spouts, and a point about 140 yards east of the bridge carrying the Cleveland Railway over the company's Middlesbrough and Guisbrough Railway, except so much of the said portion as extends for a distance of about 100 yards in a westerly direction and for a distance of about 150 yards in an easterly direction from the junction therewith of the Chaloner Branch." And proceeds—

"After such abandonment the company shall not be entitled to demand or charge in respect of any articles, matters, or things, carried by them to or from any works or mines situated on, or which might have been connected with the said portion of the Cleveland Railway if the same had not been abandoned, or any portion of that railway eastward thereof, tolls, rates, or charges, as

for a greater distance than the distance for which they would have been entitled to demand or charge tolls, rates, or charges, in case such articles, matters, or things had been carried over the abandoned portion of the railway.

York Cattle  
Market  
Branch.

4. For the conveyance of merchandise on the Railway No. 1, authorised by the North Eastern Railway Company's (New Lines) Act, 1874 (a), and known as the York Cattle Market Branch, the North Eastern Railway Company may, in addition to the rates and charges authorised by this schedule, demand and receive the special or additional rates and charges which they are authorised to charge under the provisions of the said last-mentioned Act.

These additional rates and charges are as follows :—	s.	d.
For live stock traffic of all descriptions, per waggon	-	1 6
For coal, coke, lime, and materials for the repair of public roads, per ton or any fractional part of a ton	-	0 4
For traffic of every description, per ton or any fractional part of a ton	- - - - -	0 9

Special rate.

5. For the conveyance of merchandise conveyed over any of the following short branch railways, namely :—The Newcastle Quayside Branch, the Spital Dock (Tweedmouth) Branch, and the Tadcaster (Ingleby's Mill) Branch, the North Eastern Railway Company may demand and receive in substitution for the rates authorised by this schedule the sum of 6*d.* per ton.

Provided that if the company make the charges authorised by section 10 of this schedule in respect

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(a) 37 & 38 Vict. cap. cv. sect. 20.

of traffic arising or terminating on the Newcastle Quayside Branch Railway, they shall not demand and receive the sum of 6*d.* per ton or any part of such sum authorised by this Order for the conveyance of merchandise conveyed over the said branch, but the said branch shall for the purpose of reckoning such short distance be considered as part of the railway, and the rates for conveyance prescribed by Part I., Scale I. shall apply thereto.

Sect. 10 of the North Eastern schedule (see *post*, p. 359) is the section authorizing a charge as for 6 miles,  $4\frac{1}{2}$ , or 3 miles, as the case may be, on short distance traffic. It corresponds with sect. 11 of the other English schedules.

6. In calculating the distances over which any Allowances.  
merchandise is conveyed and for all purposes of rates and charges:—

The High Level Bridge over the River Tyne  
at Newcastle-on-Tyne is to be calculated  
as - - - - -  $3\frac{1}{4}$  miles.

The bridge over the River Tyne at Scots-  
wood - - - - - 3 miles.

The Shildon Tunnel as - - -  $1\frac{1}{4}$  mile.

And in the case of any inclined plane not  
worked by an ordinary locomotive engine—  
A distance equal to the length of such in-  
clined plane shall be added to it.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

SCALE I.—Applicable except as otherwise herein provided.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.	
B.	1·90	1·25	1·00	0·75	0 6	—	—	—	—	B.	
C.	2·00	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.	

SCALE II.—Applicable in respect of Coal for Shipment conveyed on any part of the North Eastern Railway other than the Blyth and Tyne Section.

MAXIMUM RATES FOR CONVEYANCE.

For Consignments, except as otherwise provided in the Schedule.

For the first 6 Miles, or any part of such Distance.	For the next 8 Miles, or any part of such Distance.	For the remainder of the Distance.
Per Ton per Mile. d. 1·50	Per Ton per Mile. d. 1·00	Per Ton per Mile. d. 0·75

SCALE III.—Applicable in respect of Coal for Shipment conveyed on the Blyth and Tyne Section of the North Eastern Railway.

MAXIMUM RATES FOR CONVEYANCE.	
For Consignments, except as otherwise provided in the Schedule.	
For the first 4 Miles, or any part of such Distance.	For Distances exceeding 4 Miles.
Per Ton.	Per Ton per Mile.
d.	d.
4·00	1·00

The term “the Blyth and Tyne Section” of the Railway as used in this part of this Schedule includes the portion of the North Eastern Railway situated east of the portions of the main line between Heaton Junction and Longhirst Station (except the railways from Heaton Junction to Monkseaton, *viâ* Percy Main and Tynemouth), and also includes the portion of the North Eastern Railway from Newcastle (New Bridge Street Station) to Backworth Station.

Blyth and Tyne section.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.							
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.						
	For the first 20 Miles, or any part of such Distance.	For the next 80 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.			
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.								
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.			
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50			1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2			2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2			3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3			4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4			5.



[55 & 56 Vict. cap. liv.]

NORTH LONDON RAILWAY.

Short title.

[NOTE.—The Provisional Order applicable to the North London Railway Company may be cited as “The Railway Rates and Charges, No. 16 (North London Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 16 (North London Railway) Order Confirmation Act, 1892.”

Commence-  
ment.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

MAXIMUM RATES AND CHARGES

APPLICABLE TO THE

North London Railway Company.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Un-loading.	Covering.	Un-covering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·90	0 3	—	—	—	—	A.
B.	2·20	0 6	—	—	—	—	B.
C.	2·40	1 0	0 3	0 3	1	1	C.
1.	2·70	1 6	0 5	0 5	1·50	1·50	1.
2.	3·00	1 6	0 8	0 8	2	2	2.
3.	3·25	1 6	1 0	1 0	2	2	3.
4.	3·75	1 6	1 4	1 4	3	3	4.
5.	4·30	1 6	1 8	1 8	4	4	5.

[55 &amp; 56 Vict. cap. lv.]

## NORTH STAFFORDSHIRE RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the North Stafford- Short title.  
shire Railway Company may be cited as “The Railway Rates and  
Charges, No. 17 (North Staffordshire Railway, &c.) Order, 1892,” and  
the Act confirming it as “The Railway Rates and Charges, No. 17  
(North Staffordshire Railway, &c.) Order Confirmation Act, 1892.”

Commencement of this Order 1st January, 1893, or such later Commence-  
ment.  
date as the Board of Trade direct.]

*Companies to which the North Staffordshire Railway  
Company's Schedule applies, being the Appendix  
to the North Staffordshire Railway Company's  
Schedule.*

Longton, Adderley Green, and Bucknall Rail-  
way.

Cheadle Railway.

Silverdale and Newcastle Railway.

Mr. Sneyd's Railway.

### MAXIMUM RATES AND CHARGES.

Provided always, that nothing in this Order  
contained shall repeal or vary the provisions of  
the twenty-eighth section of the North Stafford-  
shire Railway Act, 1879.

Sect. 28 of the North Staffordshire Railway Act, 1879 (42 & 43  
Vict. cap. ccv.) provides—“With respect to traffic of all descrip-  
tions to or from the collieries or works of the New North Stafford-  
shire Coal and Iron Company, Limited, all tolls, rates, and charges,  
whether for local traffic or for through traffic passing over the  
railways of the company and over the railways of any other com-  
pany shall be chargeable, and in the case of through traffic shall  
be divisible, as between the companies entitled thereto, as if Mr.  
Sneyd's railway from the point of junction with the New North  
Staffordshire Coal and Iron Company's private line to the junction  
with the company's main line at Chatterley were four miles in  
length.”

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·50	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.	
B.	2·00	1·50	1·10	0·75	0 6	—	—	—	—	B.	
C.	2·10	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.	

Siding to siding traffic.

Provided that notwithstanding anything contained in this schedule and in the North Staffordshire Railway Act, 1847, the company shall not make for the conveyance over any part of the railway of merchandise in Classes A. and B. in owners' trucks from owners' siding to owners' siding, when the merchandise is tendered to the company in consignments of not less than fifty tons at one and the same time, and from one consignor to one consignee, a higher charge than one penny farthing per ton per mile, with a minimum charge of ninepence per ton :

Fraction of a penny.

Provided also, that if the gross rate per ton involves a fraction of a penny the fraction, if less than one halfpenny, shall not be charged, and, if one halfpenny or more, shall be charged as a penny :

Provided also, that this clause shall apply only where both sidings are on or adjoin the railway.

PART I.—GOODS AND MINERALS—continued.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
1.	d. 2·20	d. 1·85	d. 1·40	d. 1·00	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.	
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.	
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.	
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.	
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.	

[54 &amp; 55 Vict. cap. ccxx.]

## SOUTH EASTERN RAILWAY.

Short title.

[NOTE.—The Provisional Order applicable to the South Eastern Railway Company may be cited as “The South Eastern Railway Company (Rates and Charges) Order, 1891,” and the Act confirming it as “The South Eastern Railway Company (Rates and Charges) Order Confirmation Act, 1891.”]

Commencement.

Commencement of Order 1st of August, 1892, or such later date as the Board of Trade direct. Now postponed to 1st January, 1893.]

*Companies to which the South Eastern Railway rates apply, being the Appendix to the South Eastern Railway Company's Schedule.*

The London and Greenwich Railway Company, in respect of the London and Greenwich Railway.

The Angerstein's Branch Railway Company, in respect of the Angerstein's Branch Railway.

The Elham Valley Railway Company, in respect of the Elham Valley Railway.

The Lydd Railway Company, in respect of the Lydd Railway.

The Lydd Railway Company, in respect of the Lydd Railway Extension.

The London, Brighton, and South Coast Railway Company, in respect of the railway from a junction with the Greenwich Railway to Coulsdon.

The London, Brighton, and South Coast Rail-

way Company, in respect of the Woodside and Croydon Joint Railway.

The London, Chatham, and Dover Railway Company, in respect of the Dover and Deal Joint Railway.

The London and South Western Railway Company, in respect of the portion of the London and South Western Railway from the junction near Shalford to Ash.

The London and South Western Railway Company, in respect of the portion of the London and South Western Railway from the junction near Ash to Aldershot Town Station.

The London, Chatham, and Dover Railway Company, in respect of the portion of the London, Chatham, and Dover Railway between Buckland Junction and Dover.

#### MAXIMUM RATES AND CHARGES.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another or more than one other scale, of rates is applicable, the maximum charge for each portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

Different  
scales.

## PART I.—GOODS AND MINERALS.

## (a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

SCALE I.—*Applicable to such portions of the Railway as are not hereinafter specially mentioned.*

In respect of Merchandise com- prised in the above-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 20 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Un- loading.	Cover- ing.	Un- cover- ing.	
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.		Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	
A.	1.50	0.95	0.75	0.60	0 3	—	—	—	—	A.
B.	1.60	1.10	0.85	0.70	0 6	—	—	—	—	B.
C.	1.80	1.60	1.20	0.70	1 0	0 3	0 3	1	1	C.

SCALE II.—*Applicable to the portions of the Railways herein specially mentioned.*

		MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
		For Consign- ments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				
				Loading.	Unloading.	Covering.	Uncovering.	
		Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
		d.	s. d.	d.	d.	d.	d.	
London to Croydon .....	A.	1-90	0 3	—	—	—	—	
Lewisham Junction to Beckenham..		B.	2-00	0 6	—	—	—	
Beckenham to Addiscombe .....			C.	2-20	1 0	3	3	1
North Kent Junction to Dartford ..								
Lewisham to Dartford .....								
Lewisham to Chislehurst.....								
Grove Park to Bromley .....								
North Kent Junction to Charlton, via Greenwich .....								
Charing Cross, Blackfriars Junction, and Cannon Street to North Kent Junction .....								
Canterbury and Whitstable Railway								

\* The word "above-mentioned" is placed here as it so appears in the Act. It is, however, an obvious mistake for "under-mentioned."

(b) Rates and Terminals in respect of Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—	
	For the first 20 Miles, or any part of such Distance.	For the next 20 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.	Per Ton per Mile. d.		Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.		Per Ton. d.
1.	2.25	1.90	1.65	1.35	1 6	0 5	0 5	1.50	1.50	1.	
2.	2.75	2.35	2.05	1.65	1 6	0 8	0 8	2	2	2.	
3.	3.10	2.80	2.50	2.10	1 6	1 0	1 0	2	2	3.	
4.	3.75	3.35	3.15	2.50	1 6	1 4	1 4	3	3	4.	
5.	4.30	3.90	3.80	2.90	1 6	1 8	1 8	4	4	5.	



[55 &amp; 56 Vict. cap. lvi.]

**TAFF VALE RAILWAY COMPANY.**

Short title.

[NOTE.—The Provisional Order applicable to the Taff Vale Railway Company and the Companies next mentioned may be cited as “The Railway Rates and Charges, No. 18 (Taff Vale Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 18 (Taff Vale Railway, &c.) Order Confirmation Act, 1892.”]

Commencement.

Commencement of this Order 1st January, 1893, or such later date as the Board of Trade direct.]

**MAXIMUM RATES AND CHARGES****APPLICABLE TO THE**

Taff Vale Railway Company,  
 Aberdare Railway Company,  
 Alexandra (Newport and South Wales) Docks  
 and Railway Company,  
 Barry Railway Company,  
 Great Western Railway Company and Rhymney  
 Railway Company Joint Railways,  
 Great Western Railway Company and Taff Vale  
 Railway Company Joint Railway,  
 Mersey Railway Company,  
 Penarth Extension Railway Company,  
 Penarth Harbour, Dock, and Railway Com-  
 pany,  
 Rhondda and Swansea Bay Railway Company,  
 Rhymney Railway Company.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another, or more than one other, scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

As regards the Great Western Railway Company and the Rhymney Railway Company Joint Railways, nothing contained in this Act shall repeal, affect, or prejudice the enactments contained in the provisoes to section 22 of the Great Western Railway (Various Powers) Act, 1867, or the provisions with regard to tolls and charges contained in section 30 of the Great Western Railway Act, 1872, or section 47 of the Great Western Railway Act, 1873.

The sections here mentioned have been set out in considering the Great Western Railway Company's schedule, *ante*, p. 256. In effect they authorised a charge of  $\frac{3}{4}$ ths of a penny per ton per mile on coal and 1d. on coke—~~a~~ four mile short distance charge.

In respect of coal conveyed on the Barry Railway the maximum rate shall not, inclusive of provision of trucks, exceed the rates provided for by section 73 of the Barry Dock and Railway Act, 1884 (*a*).

These rates are as follows:—“ For coals (conveyed on the railway for a distance not exceeding 14 miles) one penny per ton per mile, for coals (conveyed on the railway for a distance exceeding 14 miles) three-fourths of one penny per ton per mile.

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(a) 47 & 48 Vict. cap. cclvii.

In calculating the distance over which any merchandise is conveyed and for all purposes of rates and charges the Rhondda Tunnel on the Rhondda and Swansea Bay Railway is to be calculated as four miles.

Nothing in this Order contained shall repeal, alter or vary any of the enactments contained in any Act relating to the Bute Docks, Cardiff, as to charges for services to be performed, or accommodation to be provided by, the Taff Vale Railway Company or the Rhymney Railway Company with respect to traffic at those docks.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the Mersey Railway Tunnel under the River Mersey between Liverpool and Birkenhead is to be calculated as five miles.

PART I.—GOODS AND MINERALS.

Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

SCALE I.—Applicable to the following Railways :—

Railways Owned, Leased, or Worked by	Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
	Per Ton per Mile.	Per Ton.
1. The Taff Vale Railway Company	<div>CLASS A.</div> <div>d.</div> <div>Coal - 0·875</div> <div>All other articles in Class A., the maximum rates and charges set out in Scale 3.</div> <div>CLASS B.</div> <div>The maximum rates and charges set out in Scale 3.</div>	<div>d.</div> <div>3</div>
2. The Aberdare Railway Company		
3. The Great Western Railway Company and Rhymney Railway Company jointly.		
4. The Great Western Railway Company and Taff Vale Railway Company jointly.		
5. The Penarth Extension Railway Company, the Penarth Harbour, Dock, and Railway Company.		
6. The Rhymney Railway Company		

Provided that, in respect of the railways to which scale 1 is applicable, and in respect to the Barry Railway, section 11 shall not apply to merchandise comprised in Classes A. and B., but instead thereof the companies shall, with respect to merchandise comprised in Classes A. and B. conveyed for a less distance than four miles, have power to charge as for four miles and no more, irrespective of the place of origin or destination of the traffic.

Rates and Terminals in respect of Merchandise comprised in Class A.

SCALE II.—*Applicable to the Alexandra (Newport and South Wales) Docks and Railway Company.*

Maximum Rate for Conveyance.	Maximum Station Terminal at each End.
Per Ton per Mile.	Per Ton.
d. 0·875	d. 3

Provided that, notwithstanding anything in this Order, the Alexandra (Newport and South Wales) Docks and Railway Company shall, with respect to any merchandise of any class conveyed for a less distance than one mile and a half, have power to charge as for one mile and a half and no more, irrespective of the place of origin or destination of the traffic.

Rates and Terminals in respect of Merchandise comprised in Classes A., B., C., 1, 2, 3, 4, 5.

SCALE III.—Applicable save as hereinbefore specially mentioned.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 0·95	d. 0·85	d. 0·50	d. 0·40	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·25	1·00	0·80	0·50	0 6	—	—	—	—	B.
C.	1·80	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·20	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2 50	1 6	1 8	1 8	4	4	5.

## IRISH RAILWAYS.

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[55 & 56 Vict. cap. lxiv.]

### ATHENRY & ENNIS JUNCTION RAILWAY.

[NOTE.—The Provisional Order applicable to the Athenry and Ennis Junction Railway Company and the Companies next mentioned may be cited as “The Railway Rates and Charges, No. 26 (Athenry and Ennis Junction Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 26 (Athenry and Ennis Junction Railway, &c.) Order Confirmation Act, 1892.”]

#### MAXIMUM RATES AND CHARGES

##### APPLICABLE TO THE

Athenry and Ennis Junction Railway Company,

Athenry and Tuam Railway Company,

Ballina and Killala Railway Company,

Ballinascarthy and Timoleague Junction Light Railway Company,

Ballinrobe and Claremorris Railway Company,

Ballycastle Railway Company,

Baltimore Extension Railway Company,

Belfast and County Down Railway Company,

Belfast and Northern Counties Railway Company,

Bessbrook and Newry Tramway Company,  
Carrickfergus Harbour Junction Railway Company,  
Castlederg and Victoria Bridge Tramway Company,  
Cavan, Leitrim, and Roscommon Light Railway and Tramway Company,  
Clara and Banagher Railway Company,  
Claremorris and Collooney Railway Company,  
Clonakilty Extension Railway Company,  
Clogher Valley Tramway Company,  
Cork and Macroon Direct Railway Company,  
Cork and Muskerry Light Railway Company,  
Cork, Bandon, and South Coast Railway Company,  
Cork, Blackrock, and Passage Railway Company,  
Derry Central Railway Company,  
Downpatrick, Killough, and Ardglass Railway Company,  
Draperstown Railway Company,  
Dublin and Kingstown Railway Company,  
Dublin and Lucan Steam Tramway Company,  
Dublin, Wicklow, and Wexford Railway Company,  
Dundalk, Newry, and Greenore Railway Company,  
Enniskillen, Bundoran, and Sligo Railway Company,

Fermoy and Lismore Railway Company,  
Finn Valley Railway Company,  
Great Northern Railway (Ireland) Company,  
Great Southern and Western Railway Company,  
Ilen Valley Railway Company,  
Kanturk and Newmarket Railway Company,  
Kilkenny Junction Railway Company,  
Letterkenny Railway Company,  
Limavady and Dungiven Railway Company,  
Limerick and Kerry Railway Company,  
Listowel and Ballybunion Railway Company,  
London and North Western Railway Company  
(Irish Lines),  
Londonderry and Lough Swilly Railway Company,  
Loughrea and Attymon Light Railway Company,  
Mitchelstown and Fermoy Light Railway Company,  
Midland Great Western Railway of Ireland  
Company,  
Rathkeale and Newcastle Junction Railway  
Company,  
Sligo, Leitrim, and Northern Counties Railway  
Company,  
Southern Railway Company,  
Timoleague and Courtmacsherry Extension  
Light Railway Company,



Tralee and Dingle Light Railway or Tramway Company,  
 Tralee and Fenit Railway Company,  
 Tuam and Claremorris Railway Company,  
 Waterford and Central Ireland Railway Company,  
 Waterford and Limerick Railway Company,  
 Waterford and Tramore Railway Company,  
 Waterford and Wexford Railway Company,  
 Waterford, Dungarvan and Lismore Railway Company,  
 West Carbery Tramways and Light Railways Company,  
 West Clare Railway Company,  
 West Donegal Railway Company,  
 The Cork, Bandon, and South Coast Railway Company, in respect of the extension to Bantry Bay,  
 The Great Southern and Western Railway Company, in respect of the Headford and Kenmare Railway, and the West Kerry, Killorglin, and Valentia Railway, and  
 The Midland Great Western Railway of Ireland Company, in respect of the Ballina to Killala Railway; the Galway to Clifden Railway; and the Westport to Mallarany Railway, and any extension railway to Achill.

#### GENERAL CONDITIONS.

[NOTE.—The general conditions contained in the schedule applicable to the Irish railways are the same as those of the London and North-Western Railway Company and other English railways, with the following exceptions:—(a) In clause 22, dealing with returned empties, a fourth sub-clause, applicable to Brewers' returned empties, is added. (b) Clause 28 is absent, there being no appendix to the Athenry and Ennis Junction Railway Company's schedule.]

Clauses 1 to 21, inclusive, see *ante*, pp. 182 to 202.

Clause 22 is the same as the London and North

Western Railway Company and English railways, *ante*, p. 202, with the following addition at the end of the proviso :—

(4) Brewers' returned empties shall not be charged more than the following rates:—

	Per cwt.
For any distance not exceeding 25 miles	3 <i>d</i> .
For any distance exceeding 25 miles, but not exceeding 50 miles - - -	4 <i>d</i> .
For any distance exceeding 50 miles, but not exceeding 100 miles - - -	7 <i>d</i> .
For any distance exceeding 100 miles, but not exceeding 150 miles - - -	7·50 <i>d</i> .
For any distance exceeding 150 miles, but not exceeding 200 miles - - -	9 <i>d</i> .
For any distance exceeding 200 miles, but not exceeding 250 miles - - -	10 <i>d</i> .
For any distance exceeding 250 miles -	1 <i>s</i> .

The minimum weight to be 56 lbs., with a minimum charge of 3*d*.

Clauses 23 to 27, inclusive, are the same as those so numbered in the case of the English railways, see *ante*, p. 204.

There is no clause 28, the schedule having no appendix.

#### SPECIAL PROVISIONS.

##### MAXIMUM RATES AND CHARGES.

In respect of merchandise conveyed over any portion of the railways authorised by the Belfast Central Acts, 1864 to 1877 inclusive, destined for

or arriving from stations on or beyond the said railways, the Great Northern Railway (Ireland) Company shall be entitled to make a fixed charge as for a separate journey of six miles over and above the charges herein authorised to be made.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the City of Dublin Junction Railway authorised by the City of Dublin Junction Railways Act, 1884, is to be calculated as eight miles :—

PART I.—GOODS AND MINERALS.

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 80 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.	
A.	1·40	0·90	0·70	0·50	0 3	—	—	—	—	A.
B.	1·50	1·15	0·80	0·55	0 6	—	—	—	—	B.
C.	1·95	1·50	1·20	0·70	1 0	0 3	0 3	1	1	C.
1.	2·40	2·05	1·85	1·45	1 6	0 5	0 5	1·50	1·50	1.
2.	2·70	2·30	2·00	1·55	1 6	0 8	0 8	2	2	2.
3.	3·10	2·75	2·45	2·05	1 6	1 0	1 0	2	2	3.
4.	3·65	3·30	3·05	2·40	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	3·80	3·00	1 6	1 8	1 8	4	4	5.

PART II.—ANIMAL CLASS.

DESCRIPTION.	RATE FOR CONVEYANCE PER MILE.				Station Terminal at each End.	SERVICE TERMINALS.				Minimum Total Charge per Consignment.
	For the first 20 Miles, or any part of such Distance.	For the next 20 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.		Unloading.		
1. For every horse, mule, or other beast of draught or burden .....	d. 3	d. 3	d. 1·65	d. 1·65	s. d. 0 6	s. d. 0 4	s. d. 0 4	s. d. 2 6		
2. For every ox, cow, bull, or head of neat cattle .....	2	2	1·30	1·30	0 4	0 3	0 3	2 6		
3. For every calf not exceeding 12 months old, pig, sheep, lamb, or other small animal .....	0·75	0·75	0·40	0·35	0 2	0 1·50	0 1·50	2 6		
4. For every animal of the several classes above enumerated conveyed in a separate carriage by direction of the consignor or from necessity .....	6	6	6	6	1 6	1 0	1 0	5 0		
5. For any truck of not less than 13 feet 2 inches, and not exceeding 15 feet 2 inches in length inside measurement, containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs as may reasonably be carried therein .....	7	6	5·20	4·50	1 0	0 6	0 6	5 0		
6. For any truck exceeding 15 feet 2 inches, and not exceeding 16 feet in length inside measurement, containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs, as may reasonably be carried therein.	8	7	6·20	5·50	1 0	0 9	0 9	5 0		

The terminal charges, other than those payable under paragraph 4, on animals sent by the same person at a rate calculated per head, and carried in the same truck, shall in no case exceed the terminal charges per truck.

Where the company is required to cleanse, and does cleanse, trucks under the provisions of any Order in Council, or duly authorised regulation of any department of State, they may make a charge not exceeding 1s. per truck in addition to the charges herein authorised.

**PART III.—CARRIAGES.**

**PART IV.—EXCEPTIONAL CLASS.**

**PART V. —PERISHABLE MERCHANDISE BY PASSENGER TRAIN.**

**PART VI.—SMALL PARCELS BY MERCHANDISE TRAIN.**

These provisions are the same as in the case of the English railways,  
see *ante*, pp. 209—215.

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The Classification of Merchandise Traffic is also the same, see p. 365.

## SCOTCH RAILWAYS.



In the case of the Scotch Railways the Act of Parliament confirming the Provisional Order of the Board of Trade is similar to that applying to the English companies. See *ante*, p. 179. Confirming Act.

The Provisional Order of the Board of Trade is also similar. See *ante*, p. 181. Provisional Order.

The schedule of Maximum Rates and Charges, however, differs slightly from that of the English companies. For instance, in the General Conditions the provisions for the carriage of goods in owners' waggons are not the same, clause 2 of the Conditions in the English schedules being considerably modified, and clause 9 absent altogether. As this causes similar clauses to be differently numbered, the General Conditions contained in the Scotch schedules are printed here separately; for comments on the clauses the reader is referred to the similar clauses in the schedules of the English companies. Parts III. to VI. inclusive are similar to the English schedules, and for them the reader is referred back to pp. 209—215, and the classification is also similar for both Scotch and English companies, and will be found *post*, p. 365. Schedule.

[NOTE.—The General Conditions of the North Eastern Railway are similar to those of the Scotch and not of the English railways.]

*Schedule of Maximum Rates and Charges, and Classification of Merchandise Traffic applicable to the [Caledonian] Railway Company and certain other Railway Companies connected therewith.*

**I.—MAXIMUM RATES AND CHARGES.**

1. This schedule of maximum rates and charges shall be divided into six parts: Part I., containing the maximum rates and charges authorised in respect of the merchandise comprised in the several classes of merchandise specified in the classification; Part II. and Part III., containing the maximum rates and charges authorised in respect of animals and carriages as therein mentioned; Part IV., specifying the exceptional charges mentioned in such part, and the circumstances in which they may be made; Part V., containing the rates and charges authorised in respect of perishable merchandise by passenger train, with the provisions and regulations which are to apply to such class of merchandise; and Part VI., containing the rates and charges authorised in respect of small parcels by merchandise train with the provisions and regulations which are to apply to such parcels.

Maximum  
conveyance  
rate.

2. The maximum rate for conveyance is the maximum rate which the company may charge for the conveyance of merchandise by merchandise train, and includes the provision of locomotive power and trucks by the company, and every other expense incidental to such conveyance not otherwise herein provided for. Provided that where, for the conveyance of any merchandise, the company do not provide trucks, the rate authorised for conveyance shall be reduced by a sum which shall, in case of difference between the company and the person liable to pay the charge, be determined by an arbitrator appointed by the Board of Trade.

This clause differs from clause 2 of the General Conditions of the English companies. The provision of trucks for merchandise in class A. being in the case of the Scotch companies included in the conveyance rate.

Maximum  
station  
terminal.

3. The maximum station terminal is the maximum charge which the company may make to a trader for the use of the

accommodation (exclusive of coal drops) provided, and for the duties undertaken by the company, for which no other provision is made in this schedule, at the terminal station for or in dealing with merchandise, as carriers thereof, before or after conveyance.

4. The maximum service terminals are the maximum charges which the company may make to a trader for the following services, when rendered to or for a trader, that is to say, loading, unloading, covering, and uncovering merchandise, which charges shall, in respect of each service, be deemed to include all charges for the provision by the company of labour, machinery, plant, stores, and sheets. Provided that—

Maximum  
service  
terminal.

Where merchandise conveyed in a separate truck is loaded or unloaded elsewhere than in a shed or building of the company, the company may not charge to a trader any service terminal for the performance by the company of any of the said services if the trader has requested the company to allow him to perform the service for himself and the company have unreasonably refused to allow him to do so. Any dispute between a trader and the company in reference to any service terminal charged to a trader who is not allowed by the company to perform for himself the service, shall be determined by the Board of Trade.

5. The company may charge for the services hereunder mentioned, or any of them, when rendered to a trader at his request or for his convenience, a reasonable sum, by way of addition to the tonnage rate. Any difference arising under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the instance of either party. Provided that where before any service is rendered to a trader he has given notice in writing to the company that he does not require it, the service shall not be deemed to have been rendered at the trader's request or for his convenience.

Special  
service.

- (i.) Services rendered by the company at or in connexion with sidings not belonging to the company.
- (ii.) The collection or delivery of merchandise outside the terminal station.
- (iii.) Weighing merchandise.



- (iv.) The detention of trucks, or the use or occupation of any accommodation, before or after conveyance, beyond such period as shall be reasonably necessary for enabling the company to deal with the merchandise as carriers thereof, or the consignor or consignee to give or take delivery thereof; or, in cases in which the merchandise is consigned to an address other than the terminal station beyond a reasonable period from the time when notice has been delivered at such address that the merchandise has arrived at the terminal station for delivery. And services rendered in connexion with such use and occupation.
- (v.) Loading or unloading, covering or uncovering, merchandise comprised in Class A. or Class B. of the classification.
- (vi.) The use of coal drops.
- (vii.) The provision by the company of accommodation at a waterside wharf, and special services rendered thereat by the company in respect of loading or unloading merchandise into or out of vessels or barges where no special charge is prescribed by any Act of Parliament. Provided that charges under this sub-section shall for the purposes of sub-section (3) of section 33 of the Railway and Canal Traffic Act, 1888, be deemed to be dock charges.

Detention of  
trucks by  
company.

6. Where merchandise is conveyed in trucks not belonging to the company the trader shall be entitled to recover from the company a reasonable sum by way of demurrage for any detention of his trucks beyond a reasonable period, either by the company or by any other company over whose railway the trucks have been conveyed under a through rate or contract. Any difference arising under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the instance of either party.

Siding rent.

7. Nothing herein contained shall prevent the company from making and receiving, in addition to the charges specified in this schedule, charges and payments, by way of rent or otherwise, for sidings or other structural accommodation provided, or to be provided, for the private use of traders, and

not required by the company for dealing with the traffic for the purposes of conveyance, provided that the amount of such charges or payments is fixed by an agreement, in writing, signed by the trader, or by some person duly authorised on his behalf, or determined in case of difference by an arbitrator to be appointed by the Board of Trade.

8. In respect of merchandise received from or delivered to another railway company having a railway of a different gauge, the company may make a reasonable charge for any service of transshipment performed by them, the amount of such charge to be determined in case of difference by an arbitrator to be appointed by the Board of Trade.

Transshipment.

## II.—PROVISIONS AS TO FIXING RATES AND CHARGES.

9. In calculating the distance along the railway for the purpose of the maximum charge for conveyance of any merchandise, the company shall not include any portion of their railway which may, in respect of that merchandise, be the subject of a charge for station terminal.

Terminal station not counted in distance.

The cases in which a company are authorised to charge as for a special mileage for a certain portion of their route will be found collected in the table, p. 464. This clause corresponds to clause 10 of the English schedules.

10. Where merchandise is conveyed for an entire distance which does not exceed in the case of merchandise in respect of which a station terminal is chargeable at each end of the transit three miles, or in the case of merchandise in respect of which a station terminal is chargeable at one end of the transit four and a half miles, or in the case of merchandise in respect of which no station terminal is chargeable six miles, the company may make the charges for conveyance authorised by this schedule as for three miles, four and a half miles, and six miles respectively. Provided that where merchandise is conveyed by the company partly on the railway and partly on the railway of any other company the railway and the railway of such other company shall, for the purpose of reckoning such short distance, be considered as one railway.

Short distance.

This corresponds to clause 11 of the English schedules.

Minimum  
load.

11. For any quantity of merchandise less than a truck load which the company either receive or deliver in one truck, on, or at a siding not belonging to the company, or which, from the circumstances in which the merchandise is tendered, or the nature of the merchandise, the company are obliged or required to carry in one truck, the company may charge as for a reasonable minimum load, having regard to the nature of the merchandise.

This corresponds to clause 12 of the English schedules.

Fractions of a  
ton.

12. Where a consignment by merchandise train is over three hundredweight and under five tons in weight, a fraction of a quarter of a hundredweight may be charged for as a quarter of a hundredweight; and where a consignment by merchandise train is over five tons in weight, a fraction of a quarter of a ton may be charged for as a quarter of a ton.

This and the following clauses correspond to clauses 13 to 28 of the English schedules.

Fraction of a  
mile.

13. For a fraction of a mile the company may charge according to the number of quarters of a mile in that fraction, and a fraction of a quarter of a mile may be charged for as a quarter of a mile.

Fraction of a  
penny.

14. For a fraction of a penny in the gross amount of rates and charges for any consignment for the entire distance carried, the company may demand a penny.

Weight.

15. Weight (except as to stone and timber when charged by measurement) shall be determined according to the imperial avoirdupois weight.

Stone.

16. All stone shall be charged at actual weight, when the weight can be conveniently ascertained. When the actual weight of stone in blocks cannot be conveniently ascertained, 14 cubic feet of stone in blocks may be charged for as one ton, and smaller quantities may be charged for in the like proportion.

Timber.

17. When timber is consigned by measurement weight, 40 cubic feet of oak, mahogany, teak, beech, greenheart, ash, elm, hickory, ironwood, baywood, or other heavy timber, and 50 cubic feet of poplar, larch, fir, or other light timber other than deals, battens, and boards, and 66 cubic feet of deals, battens, and boards, may be charged for as one ton, and

smaller quantities may be charged for in the like proportion. The cubic contents of timber consigned by measurement weight shall be ascertained by the most accurate mode of measurement in use for the time being.

18. Articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, and the like, shall not be deemed to be small parcels.

### III.—MISCELLANEOUS.

19. In respect of any merchandise or article of any description which is not specified in the classification, the company may, unless and until such merchandise or article is duly added to this classification and schedule pursuant to sub-section eleven of section twenty-four of the Railway and Canal Traffic Act, 1888, make the charges which are by this schedule authorised in respect of merchandise and things in Class 3. Articles not mentioned in classification.

20. Nothing herein contained shall affect the right of the company to make any charges which they are authorised by any Act of Parliament to make in respect of any accommodation or services provided or rendered by the company at or in connection with docks or shipping places. Saving as to dock charges.

21. In respect of returned empties, if from the same station and consignee to which and to whom they were carried full to the same station and consignor from which and from whom they were carried full, the company may charge the following rates inclusive of station and service terminals :— Returned empties.

	per cwt.
For any distance not exceeding 25 miles - .	3 <i>d</i> .
For any distance exceeding 25 miles, but not exceeding 50 miles - - - - -	4 <i>d</i> .
For any distance exceeding 50 miles, but not exceeding 100 miles - - - - -	8 <i>d</i> .
For each additional 50 miles or part of 50 miles -	3 <i>d</i> .

The minimum weight to be 56 lbs., with a minimum charge of 3*d*.

Provided that—

- (1) Returned empty sacks and bags shall not be charged more than half the above rates with a minimum charge of 4*d*.

- (2.) Returned empty carboys or crates (other than glass manufacturers' crates and crates taken to pieces and so packed) may be charged double the above rates.
- (3.) Returned empty fish packages shall not be charged more than the following rates:—

	per cwt.
For any distance not exceeding 50 miles -	4d.
For any distance exceeding 50 miles, but not exceeding 100 miles - - - -	5d.
For any distance exceeding 100 miles, but not exceeding 150 miles - - - -	7d.
For any distance exceeding 150 miles, but not exceeding 200 miles - - - -	8d.
For any distance exceeding 200 miles, but not exceeding 250 miles - - - -	9d.
For any distance exceeding 250 miles, but not exceeding 300 miles - - - -	10d.
For any distance exceeding 300 miles - -	11d.
The minimum weight to be 56 lbs., with a minimum charge of 4d.	

Traders' empty trucks.

22. Where merchandise is conveyed in a trader's truck, the company shall not make any charge in respect of the return of the truck empty, provided that the truck is returned empty from the consignee and station or siding to whom and to which it was consigned loaded direct to the consignor and station or siding from whom and whence it was so consigned, and where a trader forwards an empty truck to any station or siding for the purpose of being loaded with merchandise the company shall make no charge in respect of the forwarding of such empty truck, provided the truck is returned to them loaded for conveyance direct to the consignor and station or siding from whom and whence it was so forwarded.

Running powers.

23. Any railway company (other than the company) conveying merchandise on the railway, or performing any of the services for which rates or charges are authorised by this schedule, shall be entitled to charge and make the same rates and charges as the company are by this schedule authorised to make.

Arbitrations.

24. The Board of Trade Arbitrations, &c. Act, 1874, shall, so far as applicable, apply to every determination of a differ-

ence or question by arbitration under the provisions herein contained.

25. In this schedule, unless the context otherwise requires— **Definitions.**

The term “the company” means a railway company to which this schedule applies;

The term “the railway” means any railway or steam tramway over which the company conveys merchandise, and in respect of which no maximum rates and charges other than those authorised in this schedule are, for the time being, authorised by Parliament;

The term “merchandise” includes goods, cattle, live stock, and animals of all descriptions;

The term “the classification” means the classification of goods annexed to this schedule;

The term “trader” includes any person sending or receiving, or desiring to send merchandise by the railway;

The term “terminal station” means a station or place upon the railway at which a consignment of merchandise is loaded or unloaded before or after conveyance on the railway, but does not include any station or junction at which the merchandise in respect of which any terminal is charged has been exchanged with, handed over to, or received from any other railway company, or a junction between the railway and a siding let by or not belonging to the company, or in respect of merchandise passing to or from such siding any station with which such siding may be connected, or any dock or shipping place the charges for the use of which are regulated by Act of Parliament.

The term “siding” includes branch railways not belonging to a railway company.

The term “person” includes a company or body corporate.

26. The foregoing provisions shall, so far as applicable, apply to merchandise when conveyed by passenger train under Part V.; but, save as aforesaid and so far as is provided by Part V., nothing herein contained shall apply to the conveyance of merchandise by passenger train, or to the charges which the company may make therefor. Perishables by passenger train.

27. This schedule shall apply to the Caledonian Railway Application.

Company and the other companies mentioned in the Appendix hereto so far as relates to the railways therein specified.

This clause 27 does not occur in the schedules of the Callander and Oban Railway Company, the City of Glasgow Union Railway Company, or the Highland Railway Company; these companies' schedules containing no Appendix.

### MAXIMUM RATES AND CHARGES.

#### PART I.—GOODS AND MINERALS.

The maximum rates for goods and minerals vary in the case of each railway company, and these will be found, together with any special conditions applicable in each case, under the name of the particular railway company(a) on the succeeding pages 346 to 364.

#### PART II.—ANIMAL CLASS.

Description.	Rate for Conveyance per Mile.							
	For the first 20 Miles, or any part of such distance.	For the next 20 Miles, or any part of such distance.	For the next 20 Miles, or any part of such distance.	For the remainder of the distance.				
1. For every horse, mule, or other beast of draught or burden ..	d. 3.00	d. 3.00	d. 1.65	d. 1.65	s. 0	d. 6	s. 0	d. 4
2. For every ox, cow, bull, or head of neat cattle .....	2.00	2.00	1.30	1.30	0	4	0	3
3. For every calf not exceeding 12 months old, pig, sheep, lamb, or other small animal ..	0.75	0.75	0.40	0.35	0	2	0	1.50
4. For every animal of the several classes above enumerated conveyed in a separate carriage, by direction of the consignor, or from necessity .....	6.00	6.00	6.00	6.00	1	6	1	0
5. For each truck containing any consignment by the same person of such number of oxen, cows, neat cattle, calves, sheep, goats, or pigs, as may reasonably be carried in a truck of 16 feet 6 inches in length inside measurement .....	7.00	6.00	5.20	4.50	1	0	0	9

\* The columns headed thus \* do not occur in the schedule of the City of Glasgow Union Railway Co.

(a) For a list of all the Scotch railways, showing the schedule by which each is governed, see p. 545.

The terminal charges, other than those payable under paragraph 4 on animals sent by the same person at a rate calculated per head, and carried in the same truck, shall in no case exceed the terminal charges per truck.

Where the company is required to cleanse, and does cleanse, trucks under the provision of any Order in Council, or duly authorised regulation of any department of State, they may make a charge not exceeding 1s. per truck in addition to the charges herein authorised.

PART III.—CARRIAGES.

PART IV.—EXCEPTIONAL CHARGES.

PART V.—PERISHABLES BY PASSENGER TRAIN.

PART VI.—SMALL PARCELS.

These are similar to those applicable to the English railways, and will be found *ante*, pp. 209—215.

Classification of Traffic, see *post*, pp. 365 and 405.

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## SPECIAL PROVISIONS.

[55 &amp; 56 Vict. cap. lvii.]

## CALEDONIAN RAILWAY COMPANY.

## Short title.

[NOTE.—The Provisional Order applicable to the Caledonian Railway Company may be cited as “The Railway Rates and Charges, No. 19 (Caledonian Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 19 (Caledonian Railway, &c.) Order Confirmation Act, 1892.”]

## Commencement.

Commencement of the Order 1st January, 1893, or such later date as the Board of Trade direct.]

*Companies to which the Caledonian Railway Company's schedule applies, being the Appendix to the Caledonian Railway Company's schedule.*

The Arbroath and Forfar Railway Company,  
in respect of the Arbroath and Forfar Railway,

The Cathcart District Railway Company, in  
respect of the Cathcart District Railway,

The Dundee and Newtyle Railway Company,  
in respect of the Dundee and Newtyle Railway,

The Greenock and Wemyss Bay Railway Com-  
pany, in respect of the Greenock and Wemyss  
Bay Railway,

The Killin Railway Company, in respect of the  
Killin Railway,

The Lanarkshire and Ayrshire Railway Com-  
pany, in respect of the Lanarkshire and Ayrshire  
Railway,

The Solway Junction Railway Company, in  
respect of the Solway Junction Railway,

The London and North-Western Railway Com-  
pany, the Midland Railway Company, the Cale-

donian Railway Company, and the Glasgow and South Western Railway Company, in respect of the Portpatrick and Wigtownshire Joint Railway,

The Carlisle Station Lines,

The Caledonian Railway Company and the Glasgow and South Western Railway Company, in respect of the following joint railways :

The Glasgow and Paisley Joint Railway,

The Glasgow, Barrhead, and Kilmarnock Joint Railway,

The Caledonian and the North British Railway Companies, in respect of the Dundee and Arbroath Joint Railway.

#### MAXIMUM RATES AND CHARGES.

In calculating the distance over which any merchandise is conveyed, and for all purposes of rates and charges, the bridge crossing the River Forth at Alloa is to be calculated as 2 miles 24 chains.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale and in part of a line or lines to which another or more than one other scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

Nothing in this Order shall prejudice or affect the provisions and obligations contained in sec-

tion 49 of the Caledonian and Scottish Central Railways Amalgamation Act, 1865, section 53 of the Caledonian and Glasgow and South-Western Railway (Kilmarnock Joint Line) Act, 1869, and section 41 of the Caledonian Railway (Further Powers) Act, 1882.

These sections refer to the carriage of dung and city manure for public authorities at low rates. They will be found set out at length in Appendix C, *post*, p. 465.

For the purposes of Scale IV. the distance between Edinburgh and Glasgow shall be taken as 42 miles, and the distance between Leith or Granton on the one hand and Glasgow on the other hand shall be taken as 45 miles.

PART I.—GOODS AND MINERALS.

Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

SCALE I.—*Applicable except as otherwise herein provided.*

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.	
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.	
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.	

Rates and Terminals in respect of Merchandise  
comprised in Class A.

SCALE II.—*Applicable to the Railways herein specially mentioned.*

	Maximum Rates for Convey- ance.	Maximum Station Terminal at each End.
	Per Ton per Mile. d.	Per Ton. d.
Railways governed by the Alloa Railway Act, 1879 .....	1·50	3
Railways governed by the Wigtownshire Rail- way Act, 1872 .....		
Railways governed by the Moffatt Railway Act, 1881 .....		
Ross Junction and Glasgow, <i>via</i> Blantyre, and <i>via</i> Coatbridge and Gartsherrie, including Whifflet Junction line .....	2·25	3
Motherwell Junction and Hamilton Junction, including Bothwell branch .....		
Mossend and Fulwood Junctions and Uddingston Junction .....		
Coatbridge and Whifflet Junctions and Ruther- glen Junction, including Drumfeller and Tan- nochside branches .....		
Strathaven and Blantyre Junctions and Glasgow, <i>via</i> Busby .....		
Dalmarnock East and West Junctions, and Ger- miston High and Low Junctions .....		
Glasgow Central Railway and Toll Cross and Newton Extension line .....		
Hamilton Hill Railway, Glasgow .....		
Blackston Junction and Glasgow, including Lin- wood, Cartside, and Govan branches .....		
Cathcart District Railway .....		

Rates and Terminals in respect of Merchandise comprised in Classes C., 1, 2, 3, 4, and 5.

SCALE III.—Applicable except as otherwise herein provided.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>	Per Ton per Mile. <i>d.</i>		Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>s. d.</i>	Per Ton. <i>d.</i>	
1.	2·25	1·85	1·40	1·00	1 6	0 5	0 5	1·50	1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

SCALE IV.—Applicable to the conveyance of Merchandise between the following places, viz., Edinburgh, Leith, or Granton, on the one hand, and Glasgow on the other hand.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.						
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.					—
			Loading.	Unloading.	Covering.	Uncovering.		
C.	Per Ton per Mile. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. s. d.	Per Ton. d.	Per Ton. d.	C.	
1.	1·40	1 0	0 3	0 3	1	1	1.	
2.	1·50	1 0	0 5	0 5	1·50	1·50	2.	
3.	1·90	1 0	0 8	0 8	2	2	3.	
4.	1·90	1 0	1 0	1 0	2	2	4.	
5.	2·00	1 0	1 4	1 4	3	3	5.	
	2·25	1 6	1 8	1 8	4	4		

[55 & 56 Vict. cap. lviii.]

CALLANDER AND OBAN RAILWAY  
COMPANY.

[NOTE.—The Provisional Order applicable to the Callander and Oban Railway Company may be cited as “The Railway Rates and Charges, No. 20 (Callander and Oban Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 20 (Callander and Oban Railway) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.] Commence-  
ment.

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.			MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.			Station Terminal at each End.	Service Terminals.				—
	For the first 20 Miles, or any part of such Distance.	For the next 80 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 2·00	d. 1·50	d. 0·75	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	1·50	0·85	0 6	—	—	—	—	B.
C.	2·25	1·75	1·20	1 0	0 3	0 3	1	1	C.
1.	2·50	1·90	1·65	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	2·35	2·05	1 6	0 8	0 8	2	2	2.
3.	3·10	2·80	2·50	1 6	1 0	1 0	2	2	3.
4.	3·75	3·35	3·15	1 6	1 4	1 4	3	3	4.
5.	4·30	3·90	3·80	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. lix.]

CITY OF GLASGOW UNION RAILWAY  
COMPANY.

Short title.

[NOTE.—The Provisional Order applicable to the City of Glasgow Union Railway Company may be cited as “The Railway Rates and Charges, No. 21 (City of Glasgow Union Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 21 (City of Glasgow Union Railway) Order Confirmation Act, 1892.”]

Commence-  
ment.

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.]

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.				—
			Loading.	Un- loading.	Covering.	Un- covering.	
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·90	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	0 6	—	—	—	—	B.
C.	2·20	1 0	0 3	0 3	1	1	C.
1.	2·50	1 6	0 5	0 5	1·50	1·50	1.
2.	2·75	1 6	0 8	0 8	2	2	2.
3.	3·10	1 6	1 0	1 0	2	2	3.
4.	3·75	1 6	1 4	1 4	3	3	4.
5.	4·30	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. lx.]

## GLASGOW AND SOUTH WESTERN RAILWAY COMPANY.

[NOTE.—The Provisional Order applicable to the Glasgow and South Western Railway Company may be cited as “The Railway Rates and Charges, No. 22 (Glasgow and South Western Railway, &c.) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 22 (Glasgow and South Western Railway, &c.) Order Confirmation Act, 1892.” Short title.

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.] Commence-  
ment.

*Companies to which the Glasgow and South Western Railway Company's Schedule applies, being the Appendix to the Schedule of the Glasgow and South Western Railway Company.*

The Ayrshire and Wigtownshire Railway Company, in respect of the Ayrshire and Wigtownshire Railway ;

The Kilmarnock and Troon Railway Company, in respect of the Kilmarnock and Troon Railway.

### MAXIMUM RATES AND CHARGES.

Nothing in this Order shall prejudice or affect the provisions and obligations in section 43 of the Glasgow and South Western Railway (Kilmarnock Direct) Act, 1865.

This section refers to the carriage of dung and city manure at low rates for public bodies. It will be found in Appendix B., *post*, p. 468.





. lxi.]

FLAND RAILWAY  
Y.

aining the schedule applic- Short title.  
Railway Company may be  
ges, No. 23 (Great North of  
Act confirming it as "The  
reat North of Scotland Rail-

y, 1893, or such later date Commence-  
ment.

AND CHARGES.

ND MINERALS.

respect of Merchandise  
scs A. and B.

MAXIMUM TERMINALS.					
Station Terminal at each End.	Service Terminals.				
	Loading.	Unloading.	Covering.	Uncovering.	
Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
s. d.	s. d.	s. d.	d.	d.	
0 3	—	—	—	—	A.
0 6	—	—	—	—	B.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.	
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.	
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.	

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
1.	d. 2·25	d. 1·85	d. 1·40	d. 1·00	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.	
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.	
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.	
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.	
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.	

[55 & 56 Vict. cap. lxi.]

GREAT NORTH OF SCOTLAND RAILWAY  
COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the Great North of Scotland Railway Company may be cited as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.]

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>d.</i>	<i>d.</i>	
A.	1·75	1·50	1·00	0·75	0 3	—	—	—	—	A.
B.	1·75	1·50	1·00	0·75	0 6	—	—	—	—	B.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.		
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
1.	d. 2·25	d. 1·85	d. 1·40	d. 1·00	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.	
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.	
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.	
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.	
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.	

[55 &amp; 56 Vict. cap. lxi.]

## GREAT NORTH OF SCOTLAND RAILWAY COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the Great North of Scotland Railway Company may be cited as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order Confirmation Act, 1892.”]

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.] Short title.  
Commence-  
ment.

### MAXIMUM RATES AND CHARGES.

#### PART I.—GOODS AND MINERALS.

#### (a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

Merchandise com- modities men- tioned	MAXIMUM RATES FOR CONVEYANCE.		MAXIMUM TERMINALS.				
	For Consignments, except as otherwise provided in the Schedule.		Station Terminal at each End.	Service Terminals.			
				Loading.	Unloading.	Covering.	Uncovering.
in lb.	Per Ton.		s. d.	Per Ton.	Per Ton.	Per Ton.	Per Ton.
	s.	d.		s.	d.	s.	d.
	0	3	—	—	—	—	—
	0	6	—	—	—	—	—
							A.
							B.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.								—	
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.								
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.					
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.					
1.	d. 2·25	d. 1·85	d. 1·40	d. 1·00	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.				
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.				
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.				
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.				
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.				

[55 & 56 Vict. cap. lxi.]

GREAT NORTH OF SCOTLAND RAILWAY  
COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the Great North of Scotland Railway Company may be cited as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.]

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise  
comprised in Classes A. and B.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.
A.	d. 1·75	d. 1·50	d. 1·00	d. 0·75	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	1·75	1·50	1·00	0·75	0 6	—	—	—	—	B.



PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					—
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
1.	d. 2·25	d. 1·85	d. 1·40	d. 1·00	s. d. 1 6	s. d. 0 5	s. d. 0 5	d. 1·50	d. 1·50	1.
2.	2·65	2·30	1·80	1·50	1 6	0 8	0 8	2	2	2.
3.	3·10	2·65	2·00	1·80	1 6	1 0	1 0	2	2	3.
4.	3·60	3·15	2·50	2·20	1 6	1 4	1 4	3	3	4.
5.	4·30	3·70	3·25	2·50	1 6	1 8	1 8	4	4	5.

[55 & 56 Vict. cap. lxi.]

GREAT NORTH OF SCOTLAND RAILWAY  
COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the Great North of Scotland Railway Company may be cited as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 23 (Great North of Scotland Railway) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.]

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A. and B.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
A.	d. 1·75	d. 1·50	d. 1·00	d. 0·75	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	
B.	1·75	1·50	1·00	0·75	0 6	—	—	—	—	

(b) Rates and Terminals in respect of Merchandise comprised in Classes C., 1, 2, 3, 4, and 5.

In respect of Merchandise com- prised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.									
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.								
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.					
										Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	
C.	d. 1·80	d. 1·50	d. 1·20	d. 0·70	s. d. 1 0	s. d. 0 3	s. d. 0 3	d. 1	d. 1	C.				
1.	2·25	1·90	1·65	1·35	1 6	0 5	0 5	1·50	1·50	1.				
2.	2·75	2·35	2·05	1·65	1 6	0 8	0 8	2	2	2.				
3.	3·10	2·80	2·50	2·10	1 6	1 0	1 0	2	2	3.				
4.	3·75	3·35	3·15	2·50	1 6	1 4	1 4	3	3	4.				
5.	4·30	3·90	3·80	3·00	1 6	1 8	1 8	4	4	5.				

[55 & 56 Vict. cap. lxii.]

HIGHLAND RAILWAY COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the Highland Railway Company may be cited as “The Railway Rates and Charges, No. 24 (Highland Railway) Order, 1892,” and the Act confirming it as “The Railway Rates and Charges, No. 24 (Highland Railway) Order Confirmation Act, 1892.”

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.]

MAXIMUM RATES AND CHARGES.

PART I.—GOODS AND MINERALS.

(a) Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.				
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·75	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·20	1·25	1·00	0·75	0 6	—	—	—	—	B.
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.

(b) Rates and Terminals in respect of Merchandise comprised in Classes 1, 2, 3, 4, and 5.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.									
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.								
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.					
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.				
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.					
1.	2-25	1-90	1-65	1-35	1 6	0 5	0 5	1-50	1-50		1.			
2.	2-75	2-35	2-05	1-65	1 6	0 8	0 8	2	2		2.			
3.	3-10	2-80	2-50	2-10	1 6	1 0	1 0	2	2		3.			
4.	3-75	3-35	3-15	2-50	1 6	1 4	1 4	3	3		4.			
5.	4-30	3-90	3-80	3-00	1 6	1 8	1 8	4	4		5.			

[55 & 56 Vict. cap. lxxiii.]

## NORTH BRITISH RAILWAY COMPANY.

[NOTE.—The Provisional Order containing the schedule applicable to the North British Railway Company may be cited as “The Railway Rates and Charges, No. 25 (North British Railway, &c.) Order, 1892,” and the confirming Act as “The Railway Rates and Charges, No. 25 (North British Railway, &c.) Order Confirmation Act, 1892.”] Short title.

Commencement of Order 1st January, 1893, or such later date as Board of Trade direct.] Commencement.

*Companies to which the North British Railway Company's schedule applies, being the Appendix to the North British Railway Company's schedule.*

The Anstruther and St. Andrew's Railway Company, in respect of the Anstruther and St. Andrew's Railway,

The Edinburgh and Bathgate Railway Company, in respect of the Edinburgh and Bathgate Railway,

The Eyemouth Railway Company, in respect of the Eyemouth Railway,

The Forth and Clyde Junction Railway Company, in respect of the Forth and Clyde Junction Railway,

The Forth Bridge Railway Company, in respect of the Forth Bridge Railway,

The Glasgow, Yoker and Clydebank Railway

Company, in respect of the Glasgow, Yoker and Clydebank Railway,

The Kilsyth and Bonnybridge Railway Company, in respect of the Kilsyth and Bonnybridge Railway,

The Newport Railway Company, in respect of the Newport Railway.

#### MAXIMUM RATES AND CHARGES.

In calculating the distance over which merchandise is conveyed, and for all purposes of rates and charges, the Tay Viaduct is to be calculated as 12 miles 18 chains, and the Forth Bridge Railway as 14 miles 16 chains upon traffic between North British Stations south of the Tay on the one hand, and places 25 miles south and east of Ratho Junction, and 45 miles west of Ratho Junction on the other hand, and with regard to all other traffic as 23 miles 16 chains.

The expression Forth Bridge Railway shall mean the railway commencing in the parish of Dalmeny, in the county of Linlithgow, by a junction with the Queensferry Branch of the North British Railway crossing by a bridge the Firth of Forth and terminating in the parish of Inverkeithing, otherwise Inverkeithing and Rcsyth, in the county of Fife, by a junction with the Dunfermline and Queensferry Branch of the North British Railway.

In calculating the distance over which merchandise is conveyed, and for all purposes of rates

and charges, the Glasgow Tunnel Incline from Cowlairs to Glasgow is to be calculated as 3 miles 20 chains, and the Thrushbush, Ballochney, and Causewayend Inclines on the Monkland Railways are to be calculated as 2 miles 16 chains, 1 mile 68 chains, and 1 mile 39 chains respectively.

In calculating the rates and charges leviable by the company in respect of merchandise traffic conveyed by means of the Carlisle Extension from Langholm to Hawick, or any place on the North British Railway northward or eastward of Hawick, or *vice versâ*, such rates and charges shall be reckoned as if the distance between Langholm and Hawick were 25 miles and no more.

Where the distance over which merchandise is conveyed consists in part of a line or lines of the company to which one scale, and in part of a line or lines to which another or more than one other scale of rates is applicable, the maximum charge for each such portion of the entire distance shall be calculated at the maximum rate which, according to the scale applicable to such portion, would be chargeable for the entire distance.

Nothing in this Order shall prejudice or affect the provisions and obligations contained in sections 54, 55, and 76 of the North British Railway Consolidation Act, 1858, and section 43 of the Edinburgh and Glasgow Railway (Coatbridge Branch) Act, 1865.

These sections will be found in Appendix B., *post*, p. 468. Sects. 54 and 55 deal with obligations between the company and the gas-light company; and sect. 76 with the carriage of dung and city manure at low rates for public bodies.



For the purposes of Scale IV., the distance between Edinburgh and Glasgow shall be taken as 42 miles, and the distance between Leith or Granton on the one hand and Glasgow on the other hand, shall be taken as 45 miles.

PART I.—GOODS AND MINERALS.

Rates and Terminals in respect of Merchandise comprised in Classes A., B., and C.

SCALE I.—*Applicable except as otherwise herein provided.*

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.					
	For Consignments, except as otherwise provided in the Schedule.				Station Terminals at each End.	Service Terminals.				—
	For the first 10 Miles, or any part of such Distance.	For the next 10 Miles, or any part of such Distance.	For the next 15 Miles, or any part of such Distance.	For the remainder of the Distance.		Loading.	Unloading.	Covering.	Uncovering.	
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.		Per Ton.	Per Ton.	Per Ton.	Per Ton.	
A.	d. 1·75	d. 1·25	d. 0·75	d. 0·60	s. d. 0 3	s. d. —	s. d. —	d. —	d. —	A.
B.	2·00	1·25	1·00	0·75	0 6	—	—	—	—	B.
C.	2·25	1·75	1·50	1·25	1 0	0 3	0 3	1	1	C.

Rates and Terminals in respect of Merchandise  
comprised in Class A.

SCALE II.—*Applicable to the Railways herein specially mentioned.*

—	Maximum Rates for Conveyance.	Maximum Station Terminal at each End.
	Per Ton per Mile.	Per Ton.
	d.	d.
Stirling and Dunfermline Railway and Alloa Harbour Branch .....	1·50	3
Dunfermline and Queensferry Railway .....		
Glasgow and Coatbridge Railway.....	2·25	3
Glasgow, Bothwell, Hamilton, and Coatbridge Railway .....		
Glasgow City and District Railway .....		
Stobcross Railway.....		
Bridgeton Cross Railway .....		
Glasgow (Queen Street) to Bishop Briggs, including branches to Sighthill, Port Dundas, Knightswood, and Ruchill .....		
Corstorphine Junction to Niddrie East and South Junctions, including the Edinburgh Suburban and Southside Junction Railway and its branches, except the branch from Duddingston Junction to St. Leonards Station		

Rates and Terminals in respect of Merchandise comprised in Classes C., 1, 2, 3, 4, and 5.

SCALE III.—Applicable except as otherwise herein provided.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.				MAXIMUM TERMINALS.								—	
	For Consignments, except as otherwise provided in the Schedule.				Station Terminal at each End.	Service Terminals.								
						Loading.	Unloading.	Covering.	Uncovering.					
	For the first 20 Miles, or any part of such Distance.	For the next 30 Miles, or any part of such Distance.	For the next 50 Miles, or any part of such Distance.	For the remainder of the Distance.						Per Ton.	Per Ton.	Per Ton.		Per Ton.
	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.				
	d.	d.	d.	d.	s. d.	s. d.	s. d.	d.	d.					
1.	2.25	1.85	1.40	1.00	1 6	0 5	0 5	1.50	1.50	1.				
2.	2.65	2.30	1.80	1.50	1 6	0 8	0 8	2	2	2.				
3.	3.10	2.65	2.00	1.80	1 6	1 0	1 0	2	2	3.				
4.	3.60	3.15	2.50	2.20	1 6	1 4	1 4	3	3	4.				
5.	4.30	3.70	3.25	2.50	1 6	1 8	1 8	4	4	5.				

SCALE IV.—Applicable to the conveyance of Merchandise between the following places, viz.: Edinburgh, Leith, or Grantham on the one hand, and Glasgow on the other hand.

In respect of Merchandise comprised in the under-mentioned Classes.	MAXIMUM RATES FOR CONVEYANCE.	MAXIMUM TERMINALS.						—
	For Consignments, except as otherwise provided in the Schedule.	Station Terminal at each End.	Service Terminals.					
			Loading.	Unloading.	Covering.	Uncovering.		
	Per Ton per Mile.	Per Ton.	Per Ton.	Per Ton.	Per Ton.	Per Ton.		
	<i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>d.</i>	<i>d.</i>		
C.	1·40	1 0	0 3	0 3	1	1	C.	
1.	1·50	1 0	0 5	0 5	1·50	1·50	1.	
2.	1·90	1 0	0 8	0 8	2	2	2.	
3.	1·90	1 0	1 0	1 0	2	2	3.	
4.	2·0	1 0	1 4	1 4	3	3	4.	
5.	2·25	1 6	1 8	1 8	4	4	5.	

# Classification

OF

## MERCHANDISE TRAFFIC.

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*Where in this List the letters "e.o.h.p." are placed after the designation of any Article they mean "except otherwise herein provided."*

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### CLASS A.

APPLICABLE TO CONSIGNMENTS OF FOUR TONS AND UPWARDS.

Basic slag, unground.	Iron-pyrites, unburnt and burnt.
Cannel.	Ironstone.
Chalk in the rough, for agricultural purposes.	Limestone, in bulk.
Cinders, coal.	Manganiferous iron ore, for iron making.
Clay, in bulk, e.o.h.p.	Manure, street, stable, farmyard, in bulk.
Coal.	Night soil.
Coke.	Purple ore.
Coprolites and rock phosphate, unground.	Sand.
Creosote, coal-tar, gas-tar, gas-water, in owners' tank waggons.	Slack.
Culm.	Slag or scoria, blast furnace.
Gannister.	Stone and undressed material, for the repair of roads.
Gas-lime or gas purifying refuse.	Stone, wholly undressed straight from a quarry.
Gravel.	Tap or mill cinder.
Hammer scale.	Waste sulphate of lime.
Iron ore.	

When merchandise specified in Class A. is consigned in quantities of less than four tons and not less than two tons, the company may charge for such consignment the conveyance rates applicable to Class B., and if less than two tons the conveyance rates applicable to Class C.; provided that the company shall not charge more than as for a consignment of four tons or two tons respectively.

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## CLASS B.

## APPLICABLE TO CONSIGNMENTS OF FOUR TONS AND UPWARDS.

Alabaster stone, in lumps, unground.	Iron and steel.
Ammoniacal liquor.	The following articles of iron or steel:—
Antimony ore waste.	Anvils.
Asphalte paving, in blocks.	Bar, iron or steel, exceeding 1 cwt. per bar, in open trucks at request of trader.
Barytes, raw, in bulk.	Bars, for tin-plate making.
Basic material, burnt limestone, in bulk, to steel converters.	Buoy sinkers.
Basic slag, ground, packed.	Cannon balls and shot, and shells not charged.
Blooms, billets or ingots, iron or steel.	Clippings, shearings, and stampings of sheet iron and tin plates, in compressed bundles.
Bog-ore, for gas purifying.	Filings.
Bricks, clay, common and fire.	Ingot moulds.
Bricks, crushed.	Plates—
Cement, in blocks or slabs.	Open sand, cast.
Cement stone.	Scrap, minimum load four tons per truck.
China clay.	Swarf.
Coal fuel, patent.	Wire rope, old, cut in pieces.
Compost, for manure.	Iron-ore refuse for gas purifying.
Concrete, in blocks or slabs.	Kainit.
Copperas, green, in bulk.	Lead ashes, in bulk.
Coprolites and rock phosphate, ground.	Lime, in bulk.
Creosote, coal-tar, gas-tar, gas-water, e.o.h.p.	Litter (moss or peat), hydraulic or steam press-packed.
Draff, or brewers' and distillers' grains.	Loam.
Ferro-manganese, in bulk.	Manganese ore.
Furnace lumps.	Mangel wurzel, in bulk, for feeding cattle.
Furnace scrapings.	Manure (other than street stable and farmyard), in bulk.
Gas-carbon.	Peat.
Granite, in blocks, rough or undressed.	Pig-iron.
Gravel, tarred, for paving.	
Gypsum, for manure.	
Gypsum stone, in lumps, unground.	

**CLASS B.**—*continued.*

Pipes, draining, common, for agricultural draining.

Pitch, coal tar, in blocks.

Plaster-stone, in lumps, unground.

Potsherds.

Puddled bar, iron.

Quarls.

Rock-salt.

Salt, in bulk.

Skimmings, flux, lead, tin, or zinc.

Slates, common.

Slate slabs, in the rough, or roughly squared or planed, not packed.

Spar, in the rough, in bulk.

Spiegeleisen, in bulk.

Stone, in the rough state, building, pitching, paving, kerb or flag.

Sud-cake manure.

Sugar-scum, for manure.

Sulphate of potash.

Sulphur ore.

Tan or spent bark.

Tiles, paving, draining, roofing, or garden edging, common.

Turf.

Turnips, in bulk, for cattle feeding.

Zinc ashes.

Zinc ore.

When merchandise specified in Class B. is consigned in quantities of less than four tons and not less than two tons, the company may charge for such consignment the conveyance rates applicable to Class C., and if less than two tons the conveyance rates applicable to Class 1; provided that the company shall not charge more than as for a consignment of four tons or two tons respectively.

**CLASS C.****APPLICABLE TO CONSIGNMENTS OF TWO TONS AND UPWARDS.**

Acetate of lime.

Algarovilla.

Algerian fibre, hydraulic or steam press packed.

Alum.

Alum cake.

Alum waste.

Alumina, hydrate of, or bauxite.

Alumina water.

Aluminoferrie.

Aluminosilic.

Antichlorine.

Antimony ore.

Arseniate of soda.

Arsenic.

Asphaltum.

Barium, chloride of, in casks.

Bark for tanning, chopped, packed in bags, or hydraulic pressed.

Barley, pot and pearl.

Barytes, ground, in casks or bags.

Bicarbonate of soda, in casks.

Bisulphite of soda.

Blanc-fixe (ground barytes with water added, for glazing paper).

Bleaching powder.

Blood, for manure, in casks.

Bobbin blocks.

**CLASS C.—continued.**

Bone ash.	Dyewoods—
Bone waste.	Barwood.
Bones, calcined.	Fustic wood.
Bones, for size or manure.	Lima wood.
Break blocks.	Logwood.
Bricks, clay, glazed, or enamelled.	Nicaragua wood.
Bricks, flanders or scouring.	Earth, red.
Brimstone, crude or unmanufactured.	Earth nuts, or ground nuts.
Burrstones.	Emery stone.
Cabbages, loose, in bulk.	Ensilage.
Cake, for cattle feeding.	Esparto grass, hydraulic or steam press packed.
Carbonate of lime.	Extracts, in casks or boxes, for tanners' use.
Carbonate of soda, or soda crystals.	Farina, e.o.h.p.
Carrots.	Felloes, naves, and spokes.
Caustic soda.	Fenugreek seeds.
Cement, e.o.h.p.	Flax, straw, hydraulic or steam press packed.
Chair bottoms, wooden, in the rough.	Flax waste, for paper making, hydraulic or steam press packed.
Chalk, ground.	Fleshings and glue pieces, wet, from tanners, in casks.
Charcoal, packed.	Flints, e.o.h.p.
Chertstone.	Flour.
China grass, hydraulic or steam press packed.	Flue linings, or flue pipes, fire-clay.
China stone.	Forgings, iron or steel, in the rough, e.o.h.p.
Chloride of calcium.	Fullers' earth.
Chromate ore.	Furniture vans, returned empty, if from the same station and consignee to which and to whom they were carried full to the same station and consignor from which and from whom they were carried full.
Clay, in bags or casks.	Gambier and terra japonica.
Clips, cotton tie, packed.	Glass, ground.
Clog blocks, rough.	Glaze, potters', in casks.
Copper ore.	
Copperas, green, e.o.h.p.	
Cotton waste, for paper making, hydraulic or steam press packed.	
Cullet (or broken glass).	
Cutch.	
Divi divi.	
Dog, hen, and other pures or bates, in barrels or bags.	
Drain pipes, glazed.	
Dross, metal.	

CLASS C.—*continued.*

## Grain—

Barley.  
 Beans, e.o.h.p.  
 Bran.  
 Brank or buckwheat.  
 Dari.  
 Dills.  
 Groats.  
 Gurdgeons.  
 Hominy.  
 Indian corn.  
 Lentils.  
 Linseed.  
 Locusts or charubs.  
 Maize.  
 Malt.  
 Malt culms or cummings.  
 Meal.  
 Middlings.  
 Millet.  
 Oat dust.  
 Oats.  
 Peas, dried or split.  
 Pollards or thirds.  
 Rice points or husks.  
 Rye.  
 Sharps or seconds.  
 Shelling.  
 Shudes.  
 Tares.  
 Vetches.  
 Wheat.  
 Grindstones, in the rough.  
 Grit in bags (for sawing stone).  
 Guano.  
 Guide plates or ramps, iron or steel.  
 Gypsum, e.o.h.p.  
 Hay, hydraulic or steam press packed.  
 Heads and staves, prepared, for casks.

D.

Hoof and horn waste, e.o.h.p.  
 Horn piths or sloughs.  
 Horse-shoe bars, iron.  
 Hygeian rock building composition, in bags or casks.  
 Infusorial earth or diatomite.  
 Iron and steel, the following articles of :—  
 Anchors.  
 Angle bars, or plates.  
 Anvil blocks and cups.  
 Anvils, hammers, and standards, for steam hammers.  
 Axle box guides, in the rough, for locomotives.  
 Axle forgings, in the rough.  
 Axles, in the rough.  
 Axles and wheels (railway carriage, railway waggon, tram, or corve).  
 Bar, e.o.h.p.  
 Beams.  
 Bearers.  
 Binders.  
 Bolts and nuts.  
 Boot protectors.  
 Bridgework—  
 Cantilevers.  
 Cross and longitudinal girders.  
 Floor plates.  
 Girders, whole or in part.  
 Joists.  
 Lattice bars.  
 Screw and other piles, both hollow and solid.  
 Struts and ties.  
 Bundles of bars.  
 Caissons.  
 Cart bushes.  
 Chain cables.

B B



CLASS C.—*continued.*Iron and steel—*continued.*

Chains and traces, not packed.  
 Colliery tubbing.  
 Columns.  
 Corrugated iron.  
 Crowbars.  
 Curbing, for roadways.  
 Cylinders, not turned, drilled,  
   planed or slotted.  
 Engine bed plates.  
 Ferro-manganese, e.o.h.p.  
 Galvanised iron.  
 Gasometer sheets.  
 Girders.  
 Girder bars.  
 Granulated iron.  
 Gratings (man-hole, drain, pave-  
   ment, area, or floor).  
 Hammer heads, in the rough.  
 Heater bottoms.  
 Helves, or tilt hammers.  
 Hoop iron.  
 Hoop steel.  
 Hoops, iron.  
 Hoops, weldless, in the rough.  
 Horn blocks, in the rough, for  
   locomotives.  
 Housings, chocks, standards,  
   plain bed plates, pinions, coup-  
   ling boxes, and spindles, for  
   rolling mills.  
 Lamp posts.  
 Mortar mill rolls.  
 Nail rods and sheets.  
 Nails and spikes.  
 Pickblocks or pickheads, in the  
   rough.  
 Pipes (exclusive of rain water  
   pipes), gas, water, air, and  
   steam.  
 Pipes, for blast furnaces.

Iron and steel—*continued.*

## Plates—

Annealing.  
 Armour.  
 Black, in boxes, or not packed.  
 Boiler.  
 Furnace.  
 Hoe-head, in the rough.  
 Plough, in the rough.  
 Railway fish.  
 Rough flooring.  
 Ships.  
 Shovel.  
 Tank.  
 Press tops and bottoms, un-  
   finished.  
 Railway carriage and waggon  
   work.  
 Railway chairs.  
 Railway points, crossings, or  
   joints.  
 Railway rails.  
 Retorts, retort lids, and retort  
   mouthpieces, in the rough.  
 Rivets.  
 Rods, common.  
 Rods (wire), rolled, not drawn.  
 Rolls, turned or unturned, not  
   polished or packed.  
 Roofwork—  
   Bed plates.  
   Gutters.  
   Rafters.  
   Struts and ties or tie rods.  
   Tun shoes for principals.  
 Wind ties—  
   Principals.  
   Purlins.  
 Wrought or cast iron sky bars.  
 Scrap, minimum load, three tons  
   per truck.

CLASS C.—*continued.*Iron and steel—*continued.*

Shafts, for driving mill wheels,  
unfinished.

Sheet iron, not packed.

Shoe tips.

Sleepers.

Spiegeleisen, e.o.h.p.

Standards for hurdles, packed.

Strips, not packed.

Telegraph posts.

Telegraph stores—

Black iron (cast) ridge chairs.

Galvanised and blacked earth  
plates, in bundles.

Galvanised and blacked iron  
loop rods.

Galvanised and blacked screw  
tighteners, packed.

Galvanised and blacked stay  
rods, in bundles.

Galvanised and blacked stay  
tighteners.

Iron poles, roofs or caps.

Malleable cast iron brackets,  
galvanised, packed.

Tiles (roofing), painted, galva-  
nised, or enamelled.

Tip iron.

Trawl heads.

Trunnions, unfinished.

Tubes and fittings for tubes (ex-  
cept electro-coppered or coated  
with brass).

Tyres and tyre bars, in the rough.

Wall boxes.

Wall brackets.

Weights.

Wire (iron), not packed or wrap-  
pered.

Wire iron, rolled in rods or coils,  
not packed.

Wire (steel), not packed or wrap-  
pered.

Keel bars.

Lead ore.

Lime, e.o.h.p.

Lime salt.

Linen waste, for paper-making, hy-  
draulic or steam press packed.

Magnesia, rough oxide of, in cases  
or casks.

Magnesium, chloride of, in casks.

Manganate of soda, crude, in casks.

Mangel wurzel, e.o.h.p.

Manure, e.o.h.p.

Marble, in blocks, rough.

Marble chips, for pavement, in  
sacks.

Megass, hydraulic or steam press  
packed.

Mexican fibre, hydraulic or steam  
press packed.

Millstones, in the rough.

Mineral white.

Moulders black or dust.

Muriate of manganese.

Muriate of potash.

Myrabolams.

Netting, old, for paper making.

Nitrate of soda.

Nitre cake.

Ochre.

Oil cake.

Old sails and old tarpaulins, for  
paper making.

Oxide of iron.

Palmetto leaf, hydraulic or steam  
press packed.

Parsnips.

Pearl hardening, for paper making.

Pelts, wet, from tanners, in casks or  
bags.

Pig lead.

CLASS C.—*continued.*

Pins, iron or steel.	Slag, glass (refuse from glass works).
Pipe clay.	Slate, ground for cement.
Pitch, e.o.h.p.	Slummage.
Pitwood, for mining purposes.	Soapstone.
Plaster.	Soda.
Ploughshares, iron or steel, in the rough.	Soda ash.
Plumbago ore.	Sole bars, wooden.
Posts, iron or steel, for wire fencing.	Sole plates, iron or steel, for steam hammers.
Potatoes, in bulk or in sacks.	Soot.
Pots, iron, for melting iron.	Spar, ground.
Pyrites, e.o.h.p.	Spelter, in plates or ingots.
Rags, not oily, hydraulic or steam press packed.	Spetches, wet, from tanners, in casks.
Railway cotters.	Sticks, pea and bean.
Railway keys, wooden.	Stone, sawn or roughly wrought up, such as troughs or sinks.
Railway waggons, and other railway vehicles, e.o.h.p., loaded in other waggons.	Straw, hydraulic or steam press packed.
Rice.	Stucco, ground.
Ridges (cement or stone), for roofing.	Sugar mats, old, for paper making.
Ridges, slate.	Sulphate of alumina.
Ropes, old, for paper making.	Sulphate of ammonia.
Sago flour.	Sulphate of copper, for export in 10-ton lots.
Salt, packed.	Sulphate of iron.
Salt cake.	Sulphate of lime.
Sand, glass and silver.	Sulphate of magnesia.
Sanitary tubes.	Sulphate of soda.
Sawdust.	Sulphur, crude or unmanufactured.
Scouring rock.	Targets, iron or steel.
Screw propeller blades.	Terra alba.
Scrows, wet, from tanners, in casks.	Terra cotta blocks and bricks.
Seeds, for crushing for oil.	Tiles, e.o.h.p.
Shafts of screw propellers or paddle-wheels, iron or steel.	Timber, actual machine weight.
Shakings from cotton mills, for paper making.	Tow waste, hydraulic or steam press packed.
Shumac.	Trenails.
Silicate of soda.	Troughs, earthenware and fire-clay.

**CLASS C.—continued.**

Turnips, e.o.h.p.	Wood fibre, hydraulic or steam press packed.
Turn-tables, in parts.	Wood pulp or half-stuff.
Umber.	Wood turnings, for fish-curing.
Valonia.	Wooden blocks, for paving.
Vegetable tar.	Wooden boxes, for packing tin plates.
Washers, iron or steel.	Zinc, white, or oxide of zinc.
Waste paper, for paper making.	Zinc, carbonate of.
Whiting and whitening.	Zinc ingots or plates.
Wire (of iron or steel, including tinned or galvanised), in wrapped coils, or not otherwise packed.	Zinc sheets or rods.
Wolfram.	

When merchandise specified in Class C. is consigned in quantities of less than two tons, the company may charge for such consignment the conveyance rates applicable to Class 1 ; provided that the company shall not charge more than as for a consignment of two tons.

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**CLASS 1.**

Acetate of lead or sugar of lead.	Beds and cylinders of steam engines.
Acetate of soda.	Benders (for rails) or jim crows.
Acorns.	Bichrome and bichromate of potash in casks.
Ale and porter, in casks.	Bichromate of soda, in casks.
Ale and porter, bottled, in cases or casks.	Birch or ling, for besoms.
Algerian fibre, machine pressed.	Biscuits, dog, in bags or casks.
Anthracene, crude, in casks.	Bisulphite of lime.
Ashes, pot and pearl.	Black oil or black varnish, common, in casks.
Axles and wheels, locomotive engine and tender.	Blistered steel.
Bagging, old, in bundles, for paper making.	Bloom trucks.
Bags, paper, in bags or bundles.	Boards and rollers (wooden) for drapers' cloth and for folding paper.
Barilla.	Bogies, puddlers' tap.
Bark, loose, for tanning.	Bolt and nut machines.
Bars, roller, and bed plates for pulling rags.	Bones, packed.

CLASS 1—*continued.*

- Boring, drilling, planing, punching, shearing, and slotting machines (for metal work), including beds and tables.
- Bottles and bottle stoppers, glass, black, green, or pale, common, packed.
- Boundary posts (street), iron.
- Box iron heaters.
- Brattice cloth.
- Brick-making machinery.
- Bricks, air, cast-iron.
- Broom and brush heads and blocks, wooden, without hair.
- Builders' implements, not new, and consisting of mixed consignments of the following:—
- Barrows.
  - Centerings.
  - Crab winches.
  - Hoists.
  - Mortar boards.
  - Mortar mills.
  - Poling boards.
  - Pulleys.
  - Ropes.
  - Scaffold boards.
  - Steps.
  - Struts.
  - Trestles.
  - Wheeling pieces.
  - Wheeling planks.
  - Windlasses.
- Bullets, small-arm.
- Buttermilk.
- Cabbages, e.o.h.p., minimum 20 cwt. per waggon.
- Candles, paraffin, tallow, and stearine.
- Cannon.
- Capstan bars.
- Capstans and windlasses.
- Carbonate of ammonia, in casks or iron drums.
- Carbonate of potash, in casks.
- Cardboard.
- Castings (iron or steel), light, in boxes, crates, cases, casks, or hampers.
- Castings, mill, forge, and other rough and heavy unfinished castings, iron or steel.
- Castor oil, for lubricating machinery, in tins, packed in wooden cases.
- Caustic potash.
- Chaff, hydraulic or steam press packed.
- Chairs and seats, garden, in parts, packed in cases.
- Charcoal, e.o.h.p.
- Chestnuts.
- Chestnuts, extract of, for tanning purposes.
- Chimney pieces, slate, not enamelled nor polished.
- Chimney pots, earthenware or fire-clay.
- China grass, machine pressed.
- Chloride or muriate of zinc.
- Cider and perry, not bottled, in casks.
- Cider and perry, bottled, in cases or casks.
- Clips (iron) for boxes.
- Clog irons.
- Clog soles.
- Cloth oil and wool oil.
- Codilla, in bales, hydraulic or steam press packed.
- Cones, fir, in sacks or bags.
- Copper precipitate.

CLASS 1—*continued*.

Copper regulus.  
 Copperas, e.o.h.p.  
 Copra (or oil pulp of cocoanut),  
     dried.  
 Cotton, raw, in press-packed bales.  
 Crab winches.  
 Cryolite.  
 Disinfecting powder.  
 Distilled water, in cases or casks.  
 Doors and door frames, iron or steel.  
 Drums, iron or steel, for collieries.  
 Dunnage mats.  
 Dye liquor refuse, from print or  
     dye works.  
 Dye woods, e.o.h.p.  
 Dye woods ground, in chips, in bags.  
 Esparto grass, machine pressed.  
 Extract of bark or wood, for tan-  
     ning.  
 Farina, calcined.  
 Felt, asphalted roofing, or tarred  
     felt, or tarred sheathing.  
 Fencing standards, iron, in concrete  
     blocks.  
 Fern, for litter or packing, hy-  
     draulic or steam press packed.  
 Firewood, in bundles.  
 Fish—  
     Cod and ling, dried.  
     Cod and ling, thoroughly cured  
         in brine.  
     Herrings, thoroughly cured in  
         brine.  
     Red herrings, thoroughly cured.  
     All other fish, thoroughly salted  
         or dried.  
     Cockles, limpets, mussels, whelks,  
         and periwinkles.  
 Flax, in bales, minimum 60 cwt.  
     per waggon.

Flax straw, machine pressed.  
 Flax waste, for paper making.  
 Fleshings and glue pieces, dry, in  
     casks and bags.  
 Fleshings and glue pieces, wet,  
     from tanners, not packed.  
 Flower sticks, wooden or cane,  
     common.  
 Frames and bed plates, iron or  
     steel, for timber sawing, boring,  
     morticing, or planing machinery.  
 Frames, iron or steel, for targets.  
 Fruit, minimum 20 cwt. per wag-  
     gon—  
         Apples.  
         Gooseberries.  
         Pears.  
 Fruit pulp, in casks.  
 Fuel economisers, iron or steel.  
 Ginger beer, in cases and casks.  
 Glass blocks, for pavement (fitted in  
     iron frames).  
 Glucose.  
 Glue.  
 Goat skins, thoroughly salted or  
     dry, in bales or bundles.  
 Granite, polished or dressed, in  
     blocks or slabs, exceeding 2 in.  
     in thickness.  
 Grates, wooden or wrought iron, for  
     purifying gas.  
 Grease, in casks.  
 Greaves.  
 Hair, wet, from tanneries.  
 Handles, broom, mop, rake, fork,  
     spade, shovel, hammer, and pick.  
 Handspikes, wooden.  
 Haricot beans.  
 Hay, machine pressed, minimum  
     40 cwt. per waggon.  
 Headstocks, iron or steel, for col-  
     lieries.

CLASS 1—*continued.*

Hemp in bales, hydraulic or steam press packed.

Hemp seed.

Hemp waste, for paper making.

Hide cuttings.

Hides, thoroughly salted or dry, in bales or bundles.

Hoofs, horns, and horn tips, buffalo, cow, goat, ox, and sheep, packed.

Horns, with slough.

Horse shoes.

Hurdles, iron or wood, e.o.h.p.

Hydraulic machinery and presses.

Iron and steel, the following articles of:—

Axle boxes.

Dredger buckets and bucket backs.

Malt kiln flooring (iron wire), packed in cases.

Pans, annealing.

Plates—

Canada.

For glass rolling.

Tin.

Railway buffers, buffer heads, rods and sockets.

Railway springs.

Railway spring steel.

Rings.

Scrap, e.o.h.p.

Smith's hearths.

Standards for hurdles, not packed.

Tinned iron, in sheets, not packed.

Tram couplings.

Traps, sink and stench.

Jute.

Jute waste, for paper making.

Kelp.

Kips, thoroughly salted or dry, in bales or bundles.

Ladders, iron.

Ladles, puddlers'.

Lasts, iron.

Lathe beds.

Lead ashes, in bags.

Lead piping, in cases or casks.

Leather cuttings or parings, waste.

Lemon peel and citron peel.

Lime water in casks.

Linen waste, for paper making.

Litharge.

Malleable iron castings.

Marble chip pavement.

Megass, machine pressed.

Mexican fibre, machine pressed.

Millboard.

Mineral and aerated waters, in cases and casks.

Molasses.

Mortar mills.

Muriate of ammonia.

Mustard seed.

Nail (iron) cutting machines.

Nitrate of lead.

Oil cloth cuttings, for paper making.

Oils, not dangerous, in casks or iron drums, round or tapered at one end, as follows:—

Carbolineum avenarius.

Castor.

Cocoanut.

Cod.

Cod liver.

Colza.

Cotton seed.

Earth nut or ground nut.

Haddock.

Herring.

Lard.

Linseed.

CLASS 1—*continued.*Oils—*continued.*

Lubricating mineral.  
 Menhadden.  
 Niger.  
 Oleic.  
 Oleine or tallow.  
 Palm.  
 Palm nut.  
 Pine.  
 Rape seed.  
 Rosin.  
 Seal.  
 Shale, crude.  
 Soap.  
 Sod.  
 Sperm.  
 Tar, mineral.  
 Train.  
 Whale.  
 Wool or cloth.  
 Old or scrap lead.  
 Onions.  
 Orange peel.  
 Osiers, twigs, and willows, green and wet.  
 Palmetto leaf, machine pressed.  
 Paper, for news printing, packing, or wrapping.  
 Paper, in rolls for printing paper hangings.  
 Paraffin scale.  
 Paraffin wax.  
 Pasteboard.  
 Pelts, wet, from tanners, not packed.  
 Piassava, hydraulic or steam press packed.  
 Pickblocks or pickheads, iron or steel, e.o.h.p.  
 Pigs, dead, in carcase not packed or wrapped, carried in open wag-gons at traders' request.

Pipes, air, for ventilators.  
 Pit cages.  
 Plaster slabs, fibrous.  
 Plate or sheet iron, annealed.  
 Plough arm and share moulds and moulding, iron or steel.  
 Plough bodies, breasts, colters, side caps, frames, or rests, iron or steel.  
 Plough plates, finished, iron or steel.  
 Plough shares, finished, iron or steel.  
 Plough slades and wheels, iron or steel.  
 Provender, green.  
 Provender, horse or cattle, hydraulic or steam press packed.  
 Pumice stone.  
 Pumping machines.  
 Pumps (except hand pumps, brass), and pump castings, e.o.h.p.  
 Punching bears.  
 Putty, e.o.h.p.  
 Rags, not oily.  
 Red lead.  
 Retorts, clay.  
 Retorts, fire brick.  
 Riveting machines.  
 Rod lead.  
 Rollers, garden or hand.  
 Rosin.  
 Rotten stone.  
 Saccharine, in casks, bags, pails, or cans.  
 Sad irons, packed.  
 Salammoniac.  
 Saltpetre.  
 Sawing machines, for sawing iron.  
 Scrap tin.



CLASS 1—*continued*.

- Screw jacks, iron.  
 Scrows, dry, in casks or bags.  
 Scrows, wet, from tanners, not packed.  
 Scythe stones.  
 Seal pipes or valves, iron or steel.  
 Shafts, wrought iron, for driving mill wheels, finished.  
 Sheep dipping powder.  
 Sheepskins, in casks and thoroughly salted, or dry in bales or bundles.  
 Sheep wash.  
 Sheet lead.  
 Ships' stern or rudder frames.  
 Shot, lead, in bags, packed in cases.  
 Shovel plates, iron or steel, finished.  
 Silicate cotton or slag wool, in casks or bags.  
 Sink traps, earthenware or fireclay.  
 Sinks, earthenware or fireclay.  
 Size, in cases or casks.  
 Skid pans or waggon slippers, iron.  
 Slate slabs, not polished or enamelled, in cases.  
 Soap.  
 Solder.  
 Spade trees.  
 Spelter sheets, in casks or cases.  
 Spetches, dry, in casks or bags.  
 Spetches, wet, from tanners, not packed.  
 Spile pegs.  
 Stampings, iron or steel, rough, unfinished, not tinned or galvanised.  
 Staples, iron.  
 Steam hammers.  
 Stearine.  
 Stone cutting and crushing machines.  
 Straw, machine pressed, minimum 40 cwt. per waggon.  
 Strawboard.  
 Strawboard cuttings, for paper making.  
 Studs, iron or steel.  
 Sugar, in bags, cases, or casks.  
 Sulphate of copper, e.o.h.p.  
 Sulphur, e.o.h.p.  
 Surat bagging, for paper making.  
 Syrup, in casks.  
 Tabling, water (cement).  
 Tallow.  
 Tares or wrappers, for cotton bales.  
 Telegraph insulators, earthenware, packed.  
 Telegraph stores—  
     Wrought iron double swivels.  
     Malleable cast iron double-wall brackets.  
     Malleable cast iron saddles.  
 Terra-cotta caps or stoppers.  
 Timber, measurement weight.  
 Tin ore.  
 Tow, in bales, minimum 60 cwt. per waggon.  
 Tow waste, for paper making.  
 Treacle.  
 Trestles, wrought iron.  
 Turpentine, crude, in casks.  
 Valves, gas or water, iron or steel.  
 Vegetables, desiccated, for cattle food.  
 Vegetables, in brine.  
 Vegetables, not packed, e.o.h.p., minimum 20 cwt. per waggon.  
 Verjuice, in casks.  
 Vinegar, in casks.  
 Waggon bodies, in pieces bound together.

CLASS 1—*continued*.

Washing and wringing machine rollers.	Winches, hand.
Washing powder and paste.	Window guards, iron.
Wheelbarrows, in parts.	Woad.
Wheels, cart and plough, iron or steel.	Wood fibre, in bales.
Wheels, fly or spur.	Wood pulp middles.
Wheels, wheelbarrow, iron or steel.	Wood treads, in frames for stairs.
White lead.	Yellow metal plates and sheathing.
	Zinc ridges.

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CLASS 2.

Acetate of alumina, in casks or iron drums.	Bacon and hams, cured, packed.
Acetic or wood acid, in casks.	Bagging, e.o.h.p.
Acid cresylic, in casks or iron drums.	Bags, hand, common (hemp).
Agricultural and portable steam and traction engines, vertical steam engines, horizontal steam engines, steam ploughs, steam plough vans, steam tram engines, threshing machines, road rollers, and harrows.	Bags, paper.
Agricultural machines and implements, in cases.	Balusters, iron.
Agricultural seeds.	Bark, for tanning, e.o.h.p.
Ale and porter (bottled) in hampers.	Bark, ground, packed in bags.
Alkanet root.	Baskets, iron.
Ammonia, liquid, in casks or iron drums.	Bass and whisk, for making brooms.
Animal guts, in casks.	Bass baskets.
Annotto, in casks.	Bass mats and bass matting.
Antimony regulus.	Bedsteads, metallic, in cases.
Argols or tartars.	Beef, in brine.
Arrowroot.	Bees' wax.
Arsenic acid, in casks.	Besoms.
Asbestos.	Bicarbonate of soda, in boxes, crates, or hampers.
Axle boxes, brass.	Biscuits.
Axles, not in the rough, e.o.h.p.	Blackberries or brambleberries.
	Blacking.
	Black lead.
	Bleaching liquids, in casks.
	Blood, in casks or iron drums.
	Blue powder and stone and smalts, in casks, cases, boxes, or bags.
	Boards, made of compressed leather.
	Bobbins, in bags.

**CLASS 2—continued.**

- Boilers and boiler fittings, iron or steel.  
Bone-crushing mills.  
Bones, e.o.h.p.  
Boot and shoe linings, cotton or linen.  
Borax.  
Bottle stoppers, wood, packed.  
Bottles, earthenware or stoneware.  
Bowls, iron, nested or packed.  
Brass.  
Bread.  
Bristles, in boxes, cases, or casks.  
Bronze (phosphor or manganese) castings, and ingots, rough.  
Buckets and pails, iron, nested or packed.  
Bungs, wood, or shives.  
Buoys.  
Butter, in casks, firkins, baskets, or boxes, or in tubs or cools with wooden lids.  
Cabbages, packed, e.o.h.p.  
Caloric engines.  
Canary seed.  
Candles, e.o.h.p.  
Carbolic acid, liquid, in casks or iron drums.  
Carbolic seed dressing.  
Carbonate of magnesia.  
Carbonate of potash, e.o.h.p.  
Cartridge cases, exploded.  
Cattle food, prepared.  
Celery.  
Chains and traces, packed.  
Chairwood, rough, undamageable.  
Cheese, in boxes, casks, and cases.  
Chestnuts, extract of, e.o.h.p.  
Chicory.  
Chimney pieces, cement or concrete.  
China, in casks or crates.  
Chlorate of potash.  
Chlorate of soda, packed in hampers or casks.  
Chloride of potash, packed in hampers or casks.  
Chocolate.  
Cider and perry (bottled), in hampers.  
Clothes pegs, packed.  
Coal scuttles, common, iron or galvanised, nested or packed.  
Cobalt ore.  
Cocoa.  
Cocoa-nut fibre, husk, shell, or matting, packed.  
Codilla, e.o.h.p.  
Coffee.  
Coir junk.  
Coir rope.  
Colliery screens or tips.  
Colours, in casks or iron drums, or in tins packed in cases.  
Confectionery, in cases, casks, or boxes.  
Copper.  
Corn flour, patent.  
Corves (small waggons for use in collieries).  
Cotton, raw, e.o.h.p.  
Cotton and woollen waste.  
Cranberries.  
Cranes or cranework.  
Crucibles, plumbago or clay.  
Curling stones.  
Currants (grocers').  
Cyanite, in casks or iron drums, or in tins packed in cases.  
Dandelion roots.  
Dates.  
Delta metal.  
Dextrine.

CLASS 2—*continued*.

- Dishes, iron.  
 Distilled water, e.o.h.p.  
 Dollies and peggies, wooden, for laundry purposes.  
 Dripping, in casks, boxes, tins, or tubs with lids.  
 Dubbin.  
 Earthenware, in casks or crates.  
 Electric accumulators.  
 Electric insulators.  
 Emery.  
 Emery dust.  
 Emery rollers and emery wheels, in boxes or cases.  
 Envelopes, straw, for bottles.  
 Fat, raw.  
 Felt (not carpeting).  
 Figs, dried.  
 Files or rasps, iron or steel.  
 Filters, cast iron.  
 Fire boxes of portable steam and traction engines.  
 Fire lighters.  
 Fish—  
     Herrings and sprats, in any state, e.o.h.p.  
     All fish, partially cured, smoked, or dried, e.o.h.p.  
     Crabs.  
 Flag poles or Venetian masts.  
 Flax, in bales, e.o.h.p.  
 Flax seed, for sowing.  
 Flax waste, e.o.h.p.  
 Fleshings and glue pieces, e.o.h.p.  
 Flocks.  
 Flower pots, clay, common, unglazed.  
 Forges, portable, in pieces packed in boxes.  
 Forges, portable, whole, cased in iron.  
 Forks, digging, in cases.  
 Fruit, crystallised, in boxes, cases, or casks.  
 Fruit—  
     Apples, gooseberries, and pears, e.o.h.p.  
     Cherries, raspberries, strawberries, in tubs for jam.  
     Fruit, ripe, e.o.h.p.  
 Funnel, air or ship.  
 Fustic liquor.  
 Gall nuts.  
 Garancine.  
 Gas engines, complete.  
 Gates, iron or wooden, common.  
 Ginger beer, e.o.h.p.  
 Glass blocks, for pavement (not fitted in frames).  
 Glycerine, in casks or iron drums.  
 Grates, ovens, ranges, or stoves, common or kitchen.  
 Gridirons.  
 Grindstones, e.o.h.p.  
 Gums, in mats, bags, casks, or cases.  
 Gun carriages.  
 Gun metal.  
 Hair, raw, pressed, in bales or bags.  
 Hames.  
 Harrow shafts, tube iron or tube steel.  
 Hay, e.o.h.p., minimum load 30 cwt. per waggon.  
 Hay forks, in cases.  
 Hay rakes, hand, in cases.  
 Hemp, e.o.h.p.  
 Hessians, jute.  
 Hinges, iron, or steel.  
 Hoes, hand.

CLASS 2—*continued*.

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| Hollow-ware, cast iron, nested and packed.                           | Millstones, finished.   |
| Hooks, ceiling.  | Mineral and aërated waters, e.o.h.p.  |
| Hooks, clip, galvanised iron.  | Molliscorium.   |
| Hoops, wooden.   | Mordant liquors (including alum liquor, dunging liquor, and red liquor).  |
| Ice.   | Mungo.  |
| Ink, except printers', in boxes, casks, or crates.                   | Mushroom pulp.  |
| Iron liquor or muriate of iron.                                      | Mushroom spawn.   |
| Ivory black.   | Mustard, in casks, cases, boxes, or bags.   |
| Ivory waste or dust.   | Nails, zinc.  |
| Japan wax.   | Netting, of iron wire.  |
| Jars, earthenware or stoneware.                                      | Newspapers, in bales.   |
| Kitool fibre.  | Nickel ore.   |
| Knife boards.  | Nitrate of copper, in casks.  |
| Ladders, wooden.   | Nitrate of iron.  |
| Laminated lead.  | Nuts, e.o.h.p.  |
| Lard, in casks, boxes, tins, or tubs with lids.                      | Oakum.  |
| Lasts, wooden.   | Oils, not dangerous, in casks or iron drums, round or tapered at one end, e.o.h.p.  |
| Lead piping, e.o.h.p.  | Oranges.  |
| Leather, undressed, except in cases or crates.                       | Orchilla weed.  |
| Lemon and lime juice, in cases or casks.                             | Osiers, twigs, and willows, brown.  |
| Lemons.  | Paints, in casks or iron drums, or in tins packed in cases.   |
| Linen waste, e.o.h.p.  | Palisades, iron.  |
| Linen yarn, press packed, in bunches or bales.                       | Palm leaves.  |
| Linens, grey, unbleached.  | Paper, emery, sand, and tobacco.  |
| Locomotive engines and tenders, loaded in railway companies' waggon. | Paper hangings, common, in bales.   |
| Logwood liquor.  | Paraffin and petroleum oils, in owners' tank waggon, not giving off inflammable vapour under 73° Fahr., when tested in the manner set forth in the Petroleum Act, 1879. |
| Machinery, in parts, in cases, e.o.h.p.                              | Parian, in casks or crates.   |
| Madders.   | Pelts, e.o.h.p.   |
| Marbles, children's.   | Pewter.   |
| Margarine, in casks, firkins, or boxes, or in tubs with wooden lids. |   |

CLASS 2—*continued*.

Piassava, e.o.h.p., minimum 20 cwt. per waggon.	Scoops, iron.
Pickaxes.	Scrap zinc.
Picker bends.	Screw propellers.
Pickles, in boxes, cases, or casks.	Scrolls, iron (for fixing springs to carts and carriages).
Pimento.	Scrows, e.o.h.p.
Piston rods, steel.	Seal skins, wet and salted.
Plough shafts, tube iron or tube steel.	Seaweed (dry) or alga marina.
Plumbago.	Seeds, agricultural, e.o.h.p.
Polishing paste.	Semolina.
Pork, in brine.	Sheets, wool, new.
Poultry pens (wire), folded.	Ships' masts.
Preserves (fish, fruit, meat, and provisions), in casks, boxes, or cases.	Ships' ventilators.
Printed matter, not bound.	Shoddy.
Provender, horse or cattle, e.o.h.p.	Shoemakers' wax.
Prunes, in casks or mats.	Shot, lead, e.o.h.p.
Pumps and pump castings, in cases.	Shumac liquor.
Rags, pulled.	Signal posts (railway) and materials belonging thereto.
Railway waggon bodies.	Silicate cotton or slag wool, e.o.h.p.
Railway waggon bodies, fitted to- gether.	Sinks, cast iron, not enamelled.
Railway waggon brasses.	Size, e.o.h.p.
Rain water pipes, for spoutings and their connexions, cast-iron.	Slate pencils.
Raisins.	Slates, writing.
Reed webbing, for ceilings.	Spades and shovels, iron or steel.
Revalenta arabica.	Spelter sheets, e.o.h.p.
Rhubarb and rhubarb roots.	Spetches, e.o.h.p.
Rizine.	Spirits of tar, in casks or iron drums.
Rolls, iron, e.o.h.p.	Spoutings and connexions, iron or steel.
Ropes.	Stable fittings (except enamelled), iron or steel.
Ropes, wire.	Stannite of potash.
Sacks.	Stannite of soda.
Sad irons, e.o.h.p.	Staples (wire), for bookbinders.
Safes, iron or steel.	Starch, in casks, cases, boxes, or bags.
Sago.	Steam excavators or steam navvies.
Sauces, in boxes, cases, or casks.	Steel, bars and bundles.

CLASS 2—*continued.*

Stone blue, in casks, cases, boxes, or bags.	Umbrella sticks, in the rough.
Stone, carved for building purposes, e.o.h.p.	Varnish, in casks or iron drums.
Strickles, in boxes or cases.	Vegetable wax.
Sugar mills.	Vegetables, packed, e.o.h.p.
Tamarinds.	Vices, iron or steel.
Tapioca.	Vinegar, in cases.
Tapioca flour.	Walking sticks, in the rough.
Tarpaulins.	Walnuts, green, and husks.
Tartar, liquid.	Washers, leather.
Terne metal.	Weighing machines, large (those used for weighing railway or other vehicles, and also cattle).
Tin, in blocks, cakes, or ingots.	Window frames, iron, packed in cases.
Tincal.	Window shutters, iron or steel.
Tinfoil.	Wines, British, in casks.
Tin liquor.	Wire, cotton-covered, in casks, hampers, cases, and canvas-covered coils.
Tobacco juice, in casks.	Wire, iron or steel, e.o.h.p.
Tobacco leaf, in hogsheads or tierces.	Wire, lead.
Tobacco stoves or presses.	Wood, bent, rough, unfinished.
Tools, well-boring and pit-boring.	Wool, raw.
Torchwick.	Yarn, twist, and weft, cotton and linen, in bales, bags, wrappers, cases, boxes, skips, or casks.
Tow, in bales, e.o.h.p.	Yeast, in bags, or in bags in baskets, hydraulic press packed, dry.
Tow waste, e.o.h.p.	Yellow metal bolts and nails.
Tubes, coated with brass.	Yellow metal rods.
Tubes, electro-coppered.	Zinc bars.
Tubes, steam, brass or copper.	
Tubs, iron.	
Tue irons.	
Turmeric.	
Turpentine, spirits of, in casks or iron drums.	
Twine.	

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## CLASS 3.

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| <p>Ale coolers.</p> <p>Algerian fibre (not hydraulic or steam press packed or machine pressed) in full truck loads, or in consignments of 20 cwt.</p> <p>Alizarine, in casks or iron drums.</p> <p>Almonds.</p> <p>American or leather cloth.</p> <p>Ammonia, liquid, in bottles (other than carboys) in cases.</p> <p>Angelica root.</p> <p>Aniseed.</p> <p>Apple rings, in slices, dried.</p> <p>Apples, dry, or pippins.</p> <p>Arsenic acid, e.o.h.p.</p> <p>Awl blades.</p> <p>Bacon and hams, cured, e.o.h.p.</p> <p>Baking powder.</p> <p>Baths.</p> <p>Bayonets.</p> <p>Beadings and mouldings, gilt lacquered, or varnished, packed in boxes.</p> <p>Bed keys.</p> <p>Bedsteads, e.o.h.p.</p> <p>Beehives, made of wood.</p> <p>Bellows, packed.</p> <p>Bellows pipes.</p> <p>Bell-ringing (carillon) machinery.</p> <p>Bells, small.</p> <p>Belting for machinery.</p> <p>Bichromate of soda, e.o.h.p.</p> <p>Bichrome and bichromate of potash, e.o.h.p.</p> <p>Bicycle stands, wrought iron.</p> <p>Bins, corn or wine.</p> <p>Bit burnishers, packed.</p> <p>Bits, iron or steel.</p> | <p>Bitters, in casks or cases.</p> <p>Black beer.</p> <p>Bladders, in casks.</p> <p>Blankets.</p> <p>Blanks, bronze and copper, for stamping for coins.</p> <p>Blinds, paper.</p> <p>Blinds, Venetian and chain, in cases, crates, or frames.</p> <p>Blowing engines.</p> <p>Blow pipes.</p> <p>Blue, laundry, liquid, in boxes, cases, casks, or iron drums.</p> <p>Blue paste.</p> <p>Blue powder and stone and smalts, e.o.h.p.</p> <p>Boards, parquet flooring.</p> <p>Boards, washing.</p> <p>Bobbins, e.o.h.p.</p> <p>Bolts, door.</p> <p>Books, e.o.h.p.</p> <p>Boothing or stalling.</p> <p>Boots and shoes, including goloshes, and leather cut into boot shapes, in casks, cases, or boxes.</p> <p>Boracic acid.</p> <p>Bottle jacks.</p> <p>Bottles and bottle stoppers, glass, e.o.h.p.</p> <p>Bowls, wood or iron, e.o.h.p.</p> <p>Boxes or trunks, tin or sheet iron, packed in crates or cases.</p> <p>Boxes, safety.</p> <p>Box or Italian irons.</p> <p>Braces, except silk, for wearing apparel, in bales, packs, or trusses.</p> <p>Brands, iron or steel.</p> |
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**CLASS 3—continued.**

- Brass work, spun or stamped, packed.
- Broom and brush heads, e.o.h.p.
- Brooms and brushes, packed.
- Brush backs, xylonite.
- Buckets and pails, e.o.h.p.
- Buckles, iron, steel, or brass.
- Buckram.
- Bullet moulds.
- Busks, wooden, horn, or steel.
- Butter, in crocks in wood, or in crocks when packed with straw in baskets.
- Buttons, except gold, silver, or plated.
- Calicoes.
- Calipers.
- Candlesticks, brass or iron.
- Candlewick.
- Canvas.
- Cap peaks, not oily.
- Caps, men's or boys', except silk, in bales, packs, or trusses.
- Capsules, metal, in cases.
- Carbon candles, for electric lighting.
- Carbonate of ammonia, in cases.
- Card cloth.
- Cards, for weaving, packed in cases.
- Carpet bag frames.
- Carpet bags.
- Carpet beating machines.
- Carpet lining (cork).
- Carpeting.
- Carpeting (cork).
- Carraway seeds.
- Carriage and cart steps.
- Carriage and foot warmers.
- Cartridge cases, brass.
- Castings, brass, German silver, or nickel.
- Castings, iron, light, e.o.h.p.
- Castings, sanitary, iron or steel, for public urinals and water-closets.
- Castings, steel, e.o.h.p.
- Castor oil, in boxes.
- Castors, of all kinds.
- Cellarets, wrought iron.
- Chaff, in bags, not for cattle feeding.
- Chains, curb or door.
- Chalk, French.
- Chalk, prepared.
- Cheese, e.o.h.p.
- Cheese presses.
- Chemicals, not dangerous, corrosive, or explosive, in casks, iron drums, bales, or bags.
- Chimney pieces, marble or slate, e.o.h.p.
- China, in hampers.
- China grass (not hydraulic or steam press packed, or machine pressed) in full truck loads, or in consignments of 20 cwt.
- Cinder sifters.
- Cinnabar ore.
- Clasps, book, boot, or belt, except gold, silver, or plated.
- Clock dials.
- Clogs, in casks, cases, or boxes.
- Clothing (exclusive of silk goods), if packed in trusses, packs, or bales.
- Clothing, for soldiers, police, prison warders, railway porters, postal, and telegraph (except busbies or helmets).
- Clothing, waterproof (except oily canvas clothing).
- Cloth, linen packed.

**CLASS 3—continued.**

- Coach and upholsterers' trimmings,  
in packs, trusses, or bales.  
Coach fittings, metallic, packed.  
Coach wrenches.  
Coal scuttles, metallic, packed, in  
cases or boxes.  
Cob nuts.  
Cocoa-nut fibre, husk, shell, or  
matting, e.o.h.p.  
Cocoa-nuts.  
Coffee extract or essence.  
Coffee mills, small hand.  
Coffin furniture, metallic.  
Coin, copper or bronze.  
Collars, dog.  
Collars, rush, for horses.  
Colliery pulleys.  
Colours, in cans, hampers, boxes,  
or iron bottles.  
Combs.  
Copying presses.  
Coquilla nuts.  
Cordials, in casks or cases.  
Coriander seed.  
Corkscrews.  
Cork shavings or cuttings.  
Cork socks, in boxes, cases, or casks.  
Corkwood.  
Cornice poles, wood, in bundles,  
without rings or ends, not gilt.  
Corozzo nuts.  
Cotton and linen goods, in bales,  
boxes, cases, packs, or trusses,  
e.o.h.p.  
Cotton and linen thread.  
Cotton and woollen slops, in ham-  
pers, bales, or boxes.  
Cotton wool, dressed and carded.  
Crucibles, e.o.h.p.  
Cummin seed.
- Curry combs.  
Cutlery.  
Cyanite, in cans, hampers, boxes,  
or iron bottles.  
Dies and die stocks.  
Dishes, wood.  
Drapery, heavy.—Packages con-  
taining any of the following  
articles :—  
American or leather cloth.  
Blankets.  
Boots and shoes, including  
goloshes, in casks, cases, or  
boxes.  
Buckram.  
Buttons, except gold, silver, or  
plated.  
Calicoes.  
Carpet bags.  
Carpeting.  
Clothing, waterproof (except oily  
canvas clothing).  
Cotton and linen goods, in bales,  
boxes, cases, packs, or trusses,  
e.o.h.p.  
Cotton and linen thread.  
Cotton and woollen slops, in  
hampers, bales, or boxes.  
Druggeting.  
Elastic webbing.  
Eyelets.  
Flannel.  
Floor cloth, including oil cloth,  
boulinikon, kamptulicon, and  
linoleum.  
Hearth rugs, except skins.  
Hooks and eyes.  
Huckabacks.  
Indiarubber goods, except shoes  
and goloshes.

**CLASS 3—continued.****Drapery—continued.**

Laces, boot and stay, cotton or leather.  
 Linen cloth, packed.  
 Paper collars, cuffs, and shirt fronts.  
 Shirts, cotton, woollen, and linen, in bales, packs, or trusses.  
 Stays, not silk.  
 Tapes.  
 Thimbles, not gold, silver, or plated.  
 Wadding, cotton.  
 Woollen and worsted yarn.  
 Dripping, in crocks in wood, or in tubs or tins without lids.  
 Druggeting.  
 Drugs, in casks, bales, or bags.  
 Drysalteries, in casks.  
 Dust preventers.  
 Dutch metal and leaf.  
 Dyes, in casks and iron drums.  
 Earth closets.  
 Earthenware, in hampers.  
 Eggs, in boxes, cases, or crates.  
 Elastic webbing.  
 Electric batteries.  
 Electric cable.  
 Emery rollers and emery wheels, e.o.h.p.  
 Esparto grass (not hydraulic or steam press packed, or machine pressed), in full truck-loads, or in consignments of 20 cwt.  
 Eyelets.  
 Fenders, packed in crates, cases, or boxes.  
 Fenders, kitchen, iron or steel.  
 Fenders, ships', cork or hemp.  
 Fents and tabs, cotton and woollen.

Fern, for litter or packing, e.o.h.p., minimum 20 cwt. per waggon.  
 Ferrules, iron, brass, or steel.  
 Filberts.  
 Filters, earthenware.  
 Fire engines, steam.  
 Fire escapes.  
 Fire extinguishers (hand grenade), packed.  
 Fire guards, metal.  
 Fire irons.  
 Fish, fresh, e.o.h.p.  
 Fish glue.  
 Fish hooks.  
 Flannel.  
 Flax, e.o.h.p.  
 Flax straw (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt.  
 Floor cloth, including oil cloth, boulinikon, kamptulicon, and linoleum.  
 Flour-dressing or purifying machines.  
 Flower roots (not orchids).  
 Forges, portable, e.o.h.p.  
 Forks and spoons.  
 Forks, toasting, iron.  
 Fruit, ripe, not hothouse—  
     Apricots.  
     Cherries.  
     Nectarines.  
     Peaches.  
     Raspberries.  
     Strawberries.  
 Fustian and corduroy.  
 Gas fittings, in parts, except brass and copper tubing.  
 Gas meters.

**CLASS 3—continued.**

Gelatine.  
 German silver, in sheets.  
 German silver wire, in casks and cases.  
 Ginger, e.o.h.p.  
 Gins, wheels with frames, for hoisting purposes.  
 Glass beads.  
 Glass, crown, rolled, or sheet.  
 Glass, flint, e.o.h.p.  
 Glass, plate, rough.  
 Glass, plate, not silvered.  
 Gloves, cotton, woollen or worsted, in bales, packs, or trusses.  
 Gloves, rough leather, for labourers.  
 Glycerine, in cases or boxes.  
 Glycerine grease, for lubricating purposes, in tins packed in wooden cases.  
 Goat skins, e.o.h.p.  
 Granite, polished or dressed, e.o.h.p.  
 Grapes, packed in cork-dust or saw-dust in casks.  
 Grindery.  
 Groceries, mixed.

Packages consigned as mixed groceries may include any grocery articles set out in classes hereinbefore mentioned or in this class, the following articles in Class 4 :—

Cardamoms.  
 Citric acid.  
 Confectionery, e.o.h.p.  
 Crystallised fruits, e.o.h.p.  
 Meat pies.  
 Preserved ginger.  
 Sausages.  
 Yeast, e.o.h.p.

and the following in Class 5 :—  
 Blue, laundry liquid, e.o.h.p.

**Groceries—continued.**

Cinnamon.  
 Cloves.  
 Cochineal.  
 Cordials, e.o.h.p.  
 Extract of meat.  
 Indigo.  
 Isinglass.  
 Lard, e.o.h.p.  
 Nutmegs.  
 Gums, e.o.h.p.  
 Gun barrels, rough.  
 Gun locks and gun furniture.  
 Gun stocks.  
 Gun wads.  
 Guns, machine, in cases.  
 Gutta percha, raw.  
 Guttering or corrugating machines, e.o.h.p.  
 Hair, for manufacturing purposes, e.o.h.p.  
 Hair cloth.  
 Hammer heads, e.o.h.p.  
 Hammers (not steam), e.o.h.p.  
 Handcuffs.  
 Handles, chest and saucepan.  
 Harness fittings, metallic packed.  
 Harness or saddlery, in tin-lined cases or casks.  
 Hardware—Packages containing any hardware articles (not gold, silver, or plated) set out in classes hereinbefore mentioned, or in this class, and any of the following articles (not gold, silver, or plated), viz. :—  
 Awl blades.  
 Bayonets.  
 Bed keys.  
 Bedsteads, metallic, in strawed bundles.

**CLASS 3—continued.****Hardware—continued.**

Bellows, packed.  
Bellows pipes.  
Bells, small.  
Bicycle stands, wrought iron.  
Bit burnishers, packed.  
Bits, iron or steel.  
Blanks, bronze and copper, for stamping for coins.  
Blow pipes.  
Bolts, door.  
Bottle jacks.  
Boxes, safety.  
Boxes or trunks, tin or sheet iron, packed in crates or cases.  
Box or Italian irons.  
Brands, iron or steel.  
Brasswork, spun or stamped, packed.  
Buckles, brass, steel, or iron.  
Bullet moulds.  
Busks, wooden, horn, or steel.  
Buttons.  
Calipers.  
Candlesticks, brass or iron.  
Carpet bag frames.  
Carriage and foot warmers.  
Cartridge cases, brass.  
Cart steps.  
Castings, brass, German silver, or nickel.  
Castors, of all kinds.  
Chains, curb or door.  
Cinder sifters.  
Clasps, book, boot, or belt.  
Coach fittings, metallic, packed.  
Coach wrenches.  
Coal scuttles, metallic, packed in cases or boxes.  
Coffee mills, small hand.

**Hardware—continued.**

Coffin furniture, metallic.  
Collars, dog.  
Copying presses.  
Corkscrews.  
Curry combs.  
Dies and die stocks.  
Dust preventers.  
Eyelets.  
Fenders, packed in crates, cases, or boxes.  
Ferrules, iron, brass, or steel.  
Fire guards (metal).  
Fire irons.  
Fish hooks.  
Forks and spoons, metal.  
Forks, toasting, iron.  
Gas fittings, in parts, except brass and copper tubing.  
Gins, wheels, with frames for hoisting purposes.  
Grindery.  
Gun barrels, rough.  
Gun locks and gun furniture.  
Hammer heads, packed.  
Hammers, not steam, e.o.h.p.  
Handcuffs.  
Handles, chest and saucepan.  
Harness fittings, metallic, packed.  
Hat and umbrella stands, cast-iron.  
Hay forks, in bundles.  
Hinges, brass.  
Hooks, boot and button, hat and coat, and reaping.  
Hooks and eyes.  
Horse clippers, packed in casks or cases.  
Jacks, small.  
Japanned ware, in casks or cases.

**CLASS 3—continued.****Hardware—continued.**

Kitchen fireplace stands.  
 Knitting pins.  
 Knives or blades for cutting machines.  
 Knobs, range, iron or steel.  
 Knobs, door.  
 Knockers, door.  
 Ladles, not puddlers', iron.  
 Lamp burners.  
 Lanterns, tin or iron.  
 Latches, door.  
 Locks and keys.  
 Magnets.  
 Match boxes, japanned or enamelled tin, new, empty, packed.  
 Matchetts.  
 Medals, brass or copper.  
 Military ornaments.  
 Mortars and pestles, iron or steel.  
 Nails and rivets, brass or copper.  
 Needles (in tin-lined cases).  
 Nut-crackers.  
 Ornaments for saddlery, brass, iron, or steel.  
 Ornaments for uniform.  
 Pans, ash.  
 Pans, copper, for closets.  
 Pans, dust.  
 Pans, warming.  
 Patten rings.  
 Patterns, travellers', hardware.  
 Percussion cap shells.  
 Pins, metal, in boxes.  
 Plates, door.  
 Plates, iron, enamelled.  
 Pliers  
 Powder flasks.  
 Pulley blocks, iron.

**Hardware—continued.**

Pulleys, iron.  
 Pumps, hand, brass.  
 Railway carriage keys.  
 Refrigerators.  
 Riddles.  
 Saddletrees.  
 Scales and weights, letter.  
 Screws, brass, copper, or zinc.  
 Screws, table expanding.  
 Scythe blades.  
 Scythes and sickles.  
 Shears, garden and sheep.  
 Ships' logs, metal.  
 Shoe horns and pegs, metallic.  
 Show tablets, metal, enamelled.  
 Skates.  
 Skewers, iron or steel.  
 Snuffers, iron or steel.  
 Spanners.  
 Spittoons, iron.  
 Spring balances.  
 Springs, chair, sofa, mattress, door, or cart.  
 Spurs.  
 Stair rods.  
 Steelyards.  
 Stirrups.  
 Sugar nippers.  
 Sweat scrapers, packed.  
 Syringes, garden.  
 Tacks.  
 Taper holders, metal.  
 Taps, brass.  
 Terrets.  
 Thimbles.  
 Tinware, in casks or cases.  
 Tips, brassed, for boot heels.  
 Tobacco boxes, metal.

**CLASS 3—continued.****Hardware—continued.**

- Tools, carpenters', coopers', edge, joiners', masons', and shipwrights'.
- Traps, sink, brass or copper.
- Traps, vermin.
- Trays, iron or steel.
- Trivets, iron or steel.
- Trouser stretchers, iron, portable.
- Trowels.
- Tubes, brass or copper (except steam tubes), packed.
- Umbrella fittings.
- Umbrella stretchers.
- Valves, brass.
- Ventilators, small, iron or brass, for buildings, packed.
- Washers, brass or copper.
- Weights, brass.
- Wire, copper or brass, packed in cases or casks, or in bags.
- Hassocks.
- Hat and umbrella stands, cast-iron.
- Hats, rush, in bales, trusses, and hampers.
- Hay forks, in bundles.
- Hay rakes, hand, e.o.h.p.
- Hearthrugs, except skins.
- Heel balls, shoemakers'.
- Helmets, metal, in cases or boxes.
- Herbs, green.
- Hides, e.o.h.p.
- Hinges, brass.
- Hollow-ware, iron, including kettles, pans, maslins (pots for boiling fruit), and water cans, in casks or crates.
- Honey, in casks, or in jars packed in crates or cases.
- Hoofs, horns, and horn tips, buffalo, cow, goat, ox, and sheep, e.o.h.p.
- Hooks and eyes.
- Hooks, boot, button, hat, coat, reaping.
- Hops.
- Horse clippers, packed in casks or cases.
- Hosiery, in bales, packs, or trusses.
- Huckabacks.
- Hurdles, iron or steel, on wheels.
- India rubber goods, except shoes and goloshes.
- India rubber, raw.
- Ink, printers'.
- Jacks, small.
- Japanned ware, in casks or cases.
- Jews' harps.
- Joiners' work (common wood)—  
 Beadings and mouldings (not gilt, lacquered or varnished), doors and door frames, fittings and fixtures for buildings, staircases, balusters and hand rails, window sashes and frames and shutters.
- Juniper berries.
- Kips, e.o.h.p.
- Kitchen fireplace stands.
- Knitting pins.
- Knives or blades for cutting machines.
- Knobs, range, iron or steel.
- Knobs, door.
- Knockers, door.
- Laces, boot or stay, cotton or leather.
- Ladles (not puddlers'), iron.
- Lamp black.

**CLASS 3—continued.**

Lamp burners.  
 Lamp chimneys (glass).  
 Lamp frames (street).  
 Lamp reflectors, enamelled iron.  
 Lamp wick.  
 Lamps, paraffin, in parts (except china or earthenware) packed in casks and cases.  
 Lanterns, tin or iron.  
 Lard, in bladders, in crocks, in wood or in tubs, or tins without lids.  
 Latches, door.  
 Lavatory stands and basins, earthenware, complete, enamelled.  
 Lawn mowers, packed.  
 Lead pencils.  
 Leather, e.o.h.p.  
 Lemon and lime juice, e.o.h.p.  
 Life buoys.  
 Limestone, polished or dressed.  
 Lime water, e.o.h.p.  
 Lincrusta and anaglypta (decorative wall papers).  
 Linen cloth, packed.  
 Linen yarn or grey linen, e.o.h.p.  
 Liquorice.  
 Locks and keys.  
 Looking glass frames (common), wood (not gilded or Dutch metalled).<sup>\*</sup>  
 Maccaroni.  
 Machines, fitted up, packed, e.o.h.p.  
 Magnesia.  
 Magnets.  
 Marble, packed, and in slabs cemented together.  
 Margarine, in crocks in wood, or in crocks when packed with straw in baskets.

Marquees or tents.  
 Mastic.  
 Match boxes, japanned or enamelled tin, new, empty packed.  
 Matchetts.  
 Medals, brass or copper.  
 Mats and matting, e.o.h.p.  
 Megass (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt.  
 Merinoes, in bales, packs, or trusses.  
 Mexican fibre (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt.  
 Mica.  
 Military ornaments, except gold, silver, or plated.  
 Milk.  
 Milk cans and pans.  
 Millboard rollers (for winding paper in cases).  
 Mops.  
 Mortars and pestles, iron or steel.  
 Mortars and pestles, marble.  
 Moss, packed.  
 Muslin, book, if packed in bales, packs, or trusses.  
 Mustard, e.o.h.p.  
 Nails and rivets, brass or copper.  
 Needles (in tin-lined cases).  
 Netting, cotton and twine.  
 Nickel.  
 Nitrate of baryta.  
 Nut crackers, except gold, silver, or plated.  
 Oars.  
 Oils, not dangerous, e.o.h.p.  
 Oleic acid, in casks.

<sup>\*</sup> In the schedules of G. E. R., G. N. R., G. W. R., L. & N. W. R., L. & S. W. R., L. B. & S. C. R., L. C. & D. R., Mid. R., and S. E. R. the words "not gilded" only are in brackets.



**CLASS 3—continued.**

- |   |  |
|---|--|
| Ornaments for saddlery, brass, iron, or steel.  | Picture frames, common, wood (not gilded) or Dutch metalled.                   |
| Ornaments for uniform, except gold, silver, or plated.  | Pins, metal.   |
| Osiers, twigs, and willows, white or stained.   | Plants, e.o.h.p.   |
| Osnaburgs.  | Plates, door.  |
| Oxalic acid.  | Plates, iron, enamelled.   |
| Paints, in cans, hampers, boxes, or iron bottles.   | Pliers.  |
| Palliasses, straw.  | Powder flasks.   |
| Palmetto leaf (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt. | Preserves (fish, fruit, meat, and provisions), e.o.h.p., in crates or baskets. |
| Pans, ash.  | Pulley blocks, wood or iron.   |
| Pans, chemical and dye, iron or steel.  | Pulleys, iron.   |
| Pans, copper, for closets.  | Pumps and pump castings, e.o.h.p.  |
| Pans, dust.   | Pumps, hand, brass.  |
| Pans, earthenware or iron, for sanitary purposes.   | Quicks, e.o.h.p.   |
| Pans, warming.  | Rabbit fur, or hatters' wool.  |
| Paper, e.o.h.p.   | Raffia.  |
| Paper collars, cuffs, and shirt fronts.   | Railway cards and tickets.   |
| Paper, gummed for labels.   | Railway carriage keys.   |
| Paper hangings, e.o.h.p.  | Reels, for garden hose.  |
| Paper tubes, for cops.  | Refrigerators.   |
| Parian, in hampers.   | Rennet.  |
| Patten rings.   | Rick poles and covers.   |
| Pattens, in casks, cases, or boxes.   | Riddles.   |
| Patterns, travellers' hardware.   | Road scraping and road sweeping machines.                                      |
| Pearl shells.   | Rock, crystal.   |
| Penholders, wood or metal (except gold, silver, or plated).   | Rugs, hearth, except skin.   |
| Pepper.   | Saddlery or harness, in tin-lined cases or casks.                              |
| Percussion cap shells.  | Saddletrees.   |
| Percussion caps, uncharged.   | Sauces, e.o.h.p.   |
| Petroleum grease or petroleum jelly.  | Saw-bench machines, portable, packed.  |
| Piassava, e.o.h.p.  | Scale beams and scales.  |
| Pickles, e.o.h.p.   | Scales and weights, letter.  |
|   | Scoops, wood.  |
|   | Screw jacks, except iron.  |
|   | Screws, brass, copper, or zinc.  |

**CLASS 3—continued.**

- Screws, table expanding.  
 Scythe blades.  
 Scythes and sickles.  
 Scythe sneds or handles.  
 Sealing wax.  
 Seaweed, edible.  
 Sewing machines, in parts, packed.  
 Sewing machine stands, in parts, packed in cases or frames.  
 Shafts, cart.  
 Shafts, gig, carriage, or dog cart, not painted nor varnished.  
 Shavings, wood.  
 Shears, garden and sheep.  
 Sheepskins, e.o.h.p.  
 Sheet steel.  
 Shellac.  
 Shells.  
 Ships' blocks.  
 Ships' logs, metal.  
 Ships' sails, finished.  
 Shirts, cotton, woollen, and linen, in bales, packs, trusses, and hampers.  
 Shoe horns and pegs.  
 Shoes and boots, including goloshes and leather cut into shoe shapes, in casks, cases, or boxes.  
 Shot belts.  
 Show cards (cardboard), unframed.  
 Show tablets, metal, enamelled.  
 Shutters, revolving, wooden.  
 Shuttles, weavers'.  
 Silver ore.  
 Sinks, enamelled.  
 Skates.  
 Skewers, iron or steel.  
 Skins, hare and rabbit.  
 Slate beds of billiard tables, packed in cases.  
 Slate slabs, e.o.h.p.  
 Snuffers, iron or steel.  
 Spanners.  
 Spindles, in boxes.  
 Spirits, in casks or cases.  
 Spittoons, iron.  
 Splints, wood for matches.  
 Spring balances.  
 Springs, chair, sofa, mattress, door, or cart.  
 Spurs, not plated.  
 Squeegees, for cleaning ships' decks, &c.  
 Stable fittings and mangers, iron enamelled.  
 Stair rods.  
 Starch, e.o.h.p.  
 Stationery, e.o.h.p.  
 Stays, not silk, for wearing apparel.  
 Steelyards.  
 Stills, iron.  
 Stirrups.  
 Stone blue, e.o.h.p.  
 Stoves, gas or oil.  
 Straw (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt.  
 Strickles, e.o.h.p.  
 Stuff goods, in bales, packs, or trusses.  
 Sugar, e.o.h.p.  
 Sugar candy.  
 Sugar nippers, except gold, silver, or plated.  
 Sweat scrapers, packed.  
 Syringes, garden.  
 Syrup, in cases, in tins, in baskets, or in stone bottles packed, in crates or hampers.  
 Tables, cast iron or steel, in parts.

**CLASS 3—continued.**

Tacks.	Varnish, e.o.h.p.
Talc.	Vaseline.
Taper holders, metal.	Vegetable ivory.
Tapes.	Velvet, cotton, in bales, packs, or trusses.
Taps, brass.	Ventilators, small, iron or brass, for buildings, packed.
Tea.	Vermicelli.
Terrets.	Vinegar, e.o.h.p.
Thimbles, except gold, silver, or plated.	Wadding, cotton.
Thread, cotton and linen.	Washers, brass or copper.
Tinware, in casks or cases.	Wash leather.
Tips, brassed, for boot heels.	Wash stand tops, marble, packed.
Toasting forks, iron or steel.	Washing and wringing machines, packed.
Tobacco boxes, metal.	Water meters.
Tobacco juice, e.o.h.p.	Weighing machines, small (those used for weighing packages and goods).
Tobacco leaf, e.o.h.p.	Weights, brass.
Tools, carpenters', coopers', edge, joiners', masons', and shipwrights'.	Wheelbarrows.
Tow, e.o.h.p.	Wheels, rudder or steering, in cases, crates, or frames.
Toys, packed.	Whetstones and honestones.
Traps, sink, brass or copper.	Whisks, packed.
Traps, vermin.	Winches, steam.
Trays, iron or steel.	Window frames, iron, e.o.h.p.
Trellis work (wood), in bundles.	Wines, British, e.o.h.p.
Trivets, iron or steel.	Wines, in casks or cases.
Troughs, bakers', wooden.	Wire, copper or brass, packed in cases or casks, or in bags.
Troughs, cattle and other, iron or steel.	Wood, bent, e.o.h.p.
Trouser stretchers, iron, portable.	Wool, dressed or carded.
Trowels.	Woollen and worsted goods, in bales, packs, or trusses.
Tubes, brass or copper (except steam), packed.	Woollen cloth, in bales, packs, or trusses.
Tubs, washing.	Xylonite.
Tubs, wood.	Yarns, twist and weft (except silk).
Turnery ware.	Yellow or Persian berries.
Type.	
Umbrella fittings.	
Umbrella stretchers.	
Valves, brass.	

## CLASS 4.

Agricultural machines and implements, e.o.h.p.	Caps, men's or boys' (except silk), in boxes or cases.
Alabaster.	Caravans (showmen's or hawkers') and vans containing steam roundabouts.
Albumen.	Carbolic acid, solid.
Algerian fibre, e.o.h.p.	Carboys, gutta percha.
Alizarine, e.o.h.p.	Cardamoms.
Ammonia, liquid, in bottles (other than carboys) in hampers.	Cats' and dogs' meat.
Anchovies.	Cattle cribs.
Annotto, e.o.h.p.	Chaff, e.o.h.p.
Anthracene, e.o.h.p.	Chairs and seats, garden, e.o.h.p.
Asparagus.	Chairs, common, folding, in boxes, cases, crates and parcels.
Bacon and hams, fresh or green.	Chemicals, not dangerous, corrosive, or explosive, in boxes or hampers.
Bags, leather.	Chimney pieces, metal, unpacked.
Beef wine, in boxes.	Chimney tops, iron or zinc.
Beehives, straw.	China grass, e.o.h.p.
Beer engines.	China, in boxes or cases.
Bellows, e.o.h.p.	Churns and churning machines.
Bells, e.o.h.p.	Cisterns.
Billiard cues, in bundles.	Citric acid.
Blinds, Venetian and chain, e.o.h.p.	Clocks, turret and church.
Boilers, copper.	Clogs, e.o.h.p.
Books, bound or half bound in calf, morocco, roan, russia, or law calf.	Cloth, linen, bleached, tied in bundles, but not protected by wrappers, or not packed.
Boots and shoes, including goloshes and leather cut into boot shapes, in hampers (white rod).	Clothing (exclusive of silk goods), e.o.h.p.
Braces, for wearing apparel, not silk, e.o.h.p.	Coach and upholsterers' trimmings, e.o.h.p.
Bristles, e.o.h.p.	Coal scuttles, e.o.h.p.
Britannia metal goods.	Cobalt.
Bronze powder.	Coffee carts or stalls on wheels.
Brooms and brushes, e.o.h.p.	Confectionery, e.o.h.p.
Bungs and corks.	Corn crushers.
Butter, in flats or hampers, or in tubs or cools without lids.	Cricket implements.
Candles, wax.	
Canes and rattans.	

CLASS 4—*continued.*

Croquet implements.

Crystallised fruit, e.o.h.p.

Curtains, cotton, lace.

Dandy rollers, in cases for paper mills.

Drapery, light—Packages containing any drapery articles set out in classes hereinbefore mentioned, and in this class, and any of the following articles:—

Bags (leather, ladies' hand, courier, and travelling).

Braces, not silk, for wearing apparel.

Carpeting exceeding fifteen feet in length, packed in cases.

Cloth, woollen.

Clothing (exclusive of silk goods), e.o.h.p.

Coach and upholsterers' trimmings.

Gloves, cotton, woollen, and worsted.

Haberdashery.

Hosiery.

Muslins (book).

Needles.

Stuff goods.

Umbrellas.

Woollen and worsted goods.

Dripping, in bladders.

Druggists' sundries, in mixed packages.

Drugs, in boxes or hampers.

Drysalteries, e.o.h.p.

Dye extracts.

Dyes, e.o.h.p.

Earthenware, in boxes or cases.

Eggs, e.o.h.p.

Esparto grass, e.o.h.p.

Extract of malt.

Felt hat bodies.

Fire engines, e.o.h.p.

Fish, fresh—

Brill, grayling, lobsters, oysters, prawns, red mullet, salmon, smelt, soles, trout, turbot, whitebait.

Flax in the straw.

Flax straw, e.o.h.p.

Flower roots, e.o.h.p.

Flower stands, wrought-iron.

Fluid, disinfecting, in bottles; packed in cases of hampers, or in basketed jars.

Footballs.

Frilling machines, in parts packed.

Fruit-cleaning machines.

Furniture, in vans, carts, or road waggon.

Garden arches.

Garden engines.

Glasshouse pots.

Glass, in boxes or cases, e.o.h.p.

Glass, prepared, for photographers.

Globes, moons, or shades, glass, common.

Gloves, cotton, woollen, and worsted, e.o.h.p.

Gold size.

Golf clubs.

Grates, ovens, ranges, or stoves, polished.

Gravestones or tombstones.

Gun barrels, e.o.h.p.

Guns.

Gutta-percha goods.

Guttering or corrugating machines, not packed.

Haberdashery.

**CLASS 4—continued.**

Hand carts.	Margarine, in baskets, flats, or ham-
Handmills.	pers, or in tubs without lids.
Hares, dead.	Mats, skin.
Harness, e.o.h.p.	Mattresses.
Hat leathers.	Meat, fresh.
Hats, soft felt.	Meat pies.
Hawkers' packs and trusses.	Meat safes.
Hollow-ware, iron, including kettles,	Megass, e.o.h.p.
pans, maslins (pots for boiling	Mexican fibre, e.o.h.p.
fruit), and water cans, e.o.h.p.	Mincing machines.
Honey, e.o.h.p.	Mushrooms.
Hop bitters.	Muslin, book, e.o.h.p.
Hose, leather and canvas.	Needles, e.o.h.p.
Hosiery, e.o.h.p.	Oleic acid, e.o.h.p.
Household linen and wearing ap-	Palmetto leaf, e.o.h.p.
parel (exclusive of silk goods),	Panoramas and theatrical scenery.
e.o.h.p.	Pans, copper.
Incubators, complete.	Parian, in boxes or cases.
Ink, e.o.h.p.	Pattens, e.o.h.p.
Japanned ware, e.o.h.p.	Patterns, wood, for castings.
Kilting machines, in parts, packed.	Pens, steel.
Knapsacks, soldiers'.	Perforating and paper-cutting ma-
Knitting machines, in parts, packed.	chines.
Lac.	Pine apples, not hothouse, packed.
Lace, British, not silk.	Pipes, brass and copper.
Laces, boot or stay, e.o.h.p.	Pipes, smoking.
Lamps.	Pistols.
Lawn mowers, not packed.	Plaiting machines, in parts, packed.
Lawn tennis implements.	Plated goods.
Leather leggings.	Plums (dried), in fancy boxes.
Lint.	Porcelain.
Lithographic stones.	Poultry, dead.
Looms, not packed.	Preserved ginger.
Luggage or baggage, personal.	Preserves (fish, fruit, meat, and
Machinery, in parts, not packed,	provisions), e.o.h.p.
e.o.h.p.	Rabbits, dead.
Machines, fitted up, not packed,	Razor strops.
e.o.h.p.	Reeds and rushes.
Malt crushers.	Reflectors, glass, with metal backs.
Maps, in boxes or cases.	Rifles.

**CLASS 4—continued.**

- |   |   |
|---|---|
| Rollers, type printers'.  | Textile fabrics, made of mixed cotton, linen, wool, or similar materials. |
| Saddlery, e.o.h.p.  | Theatrical luggage.   |
| Sausages and saveloys.  | Tiles, art.   |
| Saw-bench machines, portable, not packed.   | Tin crystals.   |
| Seal skins, e.o.h.p.  | Tin ware, e.o.h.p.  |
| Seeds, e.o.h.p.   | Tobacco, manufactured, except cigars and cigarettes.                      |
| Sewing machine stands, e.o.h.p.   | Tomatoes.   |
| Shafts, gig, carriage, or dog cart, e.o.h.p.  | Toys, e.o.h.p.  |
| Sheep racks.  | Tubes, tin and zinc.  |
| Shirts, e.o.h.p.  | Tubing, brass or copper, e.o.h.p.   |
| Shoes and boots, including goloshes and leather cut into shoe shapes, in hampers (white rod). | Ultramarine.  |
| Show cards, e.o.h.p.  | Umbrellas.  |
| Shrubs and trees, e.o.h.p.  | Umbrella sticks, e.o.h.p.   |
| Skins, fine, including deer, fox, kid, musquash, and nutria.                                  | Vans, commercial travellers'.   |
| Snuff.  | Vats.   |
| Spades and shovels, wooden.   | Vegetable washing machines.   |
| Spermaceti.   | Vegetables, hothouse, packed.   |
| Spindles, e.o.h.p.  | Veneers.  |
| Spirits, in hampers.  | Venison.  |
| Spirits of tar, e.o.h.p.  | Verdigris.  |
| Stag horns.   | Walking sticks, e.o.h.p.  |
| Steam gauges.   | Warps, except silk.   |
| Stereotype casts.   | Washing and wringing machines, not packed.                                |
| Stills, copper.   | Whalebone.  |
| Stone, decorative, carved for decorating the interior of buildings.                           | Wheels, cart, coach, and carriage.  |
| Stoves, fire-clay tile.   | Wheels, rudder or steering, e.o.h.p.                                      |
| Straw, e.o.h.p.   | Wines, in hampers.  |
| Stuff goods, e.o.h.p.   | Wire, insulated.  |
| Swing boats and hobby horses.   | Wire, polished or needle.   |
| Tables, cast iron or cast steel.  | Wire gauze.   |
| Tanks.  | Woodwork for the manufacture of organs.                                   |
| Tartaric acid.  | Woodwork for the manufacture of pianos.                                   |
| Telegraph instruments, packed.  | Woollen and worsted goods, e.o.h.p.                                       |
| Telephone apparatus, packed.  | Woollen cloth, e.o.h.p.   |
|   | Yeast, e.o.h.p.   |

## CLASS 5.

Acetic or wood acid, e.o.h.p.	Cigars and cigarettes.
Aluminium.	Cinnamon.
Amber.	Clock cases.
Ammonia, liquid, e.o.h.p.	Clocks, e.o.h.p.
Animals and birds, stuffed, in cases.	Cloves.
Aquaria, glass.	Cochineal.
Artificial flowers.	Coffins.
Bagatelle tables.	Collodion cotton, in bottles packed in cases.
Balloons.	Colours, in jars.
Bark, not for tanning, e.o.h.p.	Conservatories and hothouses, in parts.
Barometers.	Cordials, e.o.h.p.
Baskets, e.o.h.p.	Cork socks, e.o.h.p.
Bath chairs.	Crape.
Beadings and mouldings, gilt, lac- quered, or varnished, e.o.h.p.	Cyanite, in jars.
Beds and bedding.	Dripping, in crocks, e.o.h.p.
Bicycles.	Drugs, e.o.h.p.
Billiard tables.	Dyes, in glass carboys.
Bird cages.	Empty cases, casks, crates, hampers, and other empties, e.o.h.p.
Bismuth.	Engravings.
Blue, laundry, liquid, e.o.h.p.	Evergreens.
Boats and canoes.	Extract of meat.
Boots and shoes, including goloshes and leather cut into boot shapes, e.o.h.p.	Feathers.
Boxes, e.o.h.p.	Fenders, e.o.h.p.
Butter, in crocks, e.o.h.p.	Figures, casts, or ornaments, ala- baster, bronze, gypsum, plaster, stucco, or terra cotta.
Caps, e.o.h.p.	Figures, flowers, and heads, wax.
Carbolic acid, liquid, e.o.h.p.	Flowers, cut.
Carboys, glass.	Flower stands, e.o.h.p.
Cards, for carding machines, e.o.h.p.	Frilling machines, fitted up, packed.
Carriage bodies, e.o.h.p.	Fruit, hothouse.
Chairs and seats, e.o.h.p.	Furniture, e.o.h.p.
Chandeliers and gasaliers.	Furs.
Chemicals, not dangerous, corrosive, or explosive, e.o.h.p.	Game.
Chloride of gold, in boxes, for photographers.	Glass, cut, ornamental, for doors.



CLASS 5—*continued.*

- |   |  |
|---|--|
| Glass, plate, silvered.   | Nutmegs.   |
| Glass, stained.   | Optical instruments.   |
| Globes, for educational purposes.   | Organs and organ work.   |
| Globes, moons, or shades, glass,<br>e.o.h.p.  | Ornaments for uniform, e.o.h.p.  |
| Gloves, e.o.h.p.  | Overmantels, cast iron, with mirrors.  |
| Glycerine, e.o.h.p.   | Paints, in jars.   |
| Hair, for head dressing.  | Papier maché goods.  |
| Hat and umbrella stands, wood.  | Parchment.   |
| Hats, except soft felt and rush.  | Penholders, e.o.h.p.   |
| Helmets, felt, in cases or boxes.   | Perambulators, complete or in parts.   |
| Horses, dead.   | Perfumery.   |
| Indigo.   | Phosphorus paste (vermin killer),<br>packed.   |
| Isinglass.  | Photographic apparatus.  |
| Ivory, e.o.h.p.   | Picture frames, e.o.h.p.   |
| Jet.  | Pictures.  |
| Kilting machines, fitted up, packed.  | Pine apples, e.o.h.p.  |
| Knitting machines, fitted up, packed.   | Plaiting machines, fitted up, packed.  |
| Lace.   | Plants and shrubs (garden) in<br>baskets, mats, pots, or tubs.                       |
| Lard, e.o.h.p.  | Platinum.  |
| Looking glass frames, e.o.h.p.  | Plush, silk.   |
| Looking glasses and mirrors, glass.   | Portmanteaus.  |
| Lustres and vases, glass.   | Poultry, alive.  |
| Magnesium metal.  | Quicksilver.   |
| Maps, e.o.h.p.  | Quills.  |
| Margarine, in crocks, e.o.h.p.  | Retorts, glass.  |
| Match boxes, empty, e.o.h.p.  | Ribbons.   |
| Military ornaments, e.o.h.p.  | Rocking horses.  |
| Millinery.  | Rollers, brass or copper.  |
| Models, clay.   | Seal skins, made into articles of<br>wearing apparel.                                |
| Morphia, in bottles in hampers.   | Serpentine, manufactured, packed.  |
| Moss, e.o.h.p.  | Sewing machines, fitted up, packed.  |
| Musical instruments.  | Shoes and boots, including goloshes<br>and leather cut into shoe shapes,<br>e.o.h.p. |
| Muslins.  | Show cases for shops, glass and<br>woodwork.   |
| Nitrate of copper, in jars or stone<br>bottles, covered with wicker<br>basket work. | Silk.  |
| Nitrate of silver, in boxes, for<br>photographers.                                  |  |
| Nut crackers, e.o.h.p.  |  |

**CLASS 5—continued.**

Silver precipitate.

Spirits, e.o.h.p.

Sponges.

Straw goods, including straw hats  
and straw bonnets.

Straw plait.

Sugar nippers, e.o.h.p.

Summer houses.

Surgical instruments.

Teazles.

Telescopes.

Thermometers.

Thimbles, e.o.h.p.

Tonquin beans.

Tortoiseshell.

Tricycles and velocipedes.

Trunks.

Turpentine, spirits of, e.o.h.p.

Turtle.

Velvet, e.o.h.p.

Ventilators, e.o.h.p.

Watch glasses.

Wines, e.o.h.p.

Woodwork, carved, for decorating  
the interior of buildings.

Yolk of eggs.

**Classification**  
OF  
**MERCHANDISE TRAFFIC**  
ARRANGED ALPHABETICALLY.

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Where in this list the letters e.o.h.p. are placed after the designation of any article, they mean "except otherwise herein provided."

*Note.*—The following alphabetical classification has been arranged for convenient reference, and has several cross-references which do not occur in the classification which appears in the Acts. The wording of the classification in the Acts has been followed as far as possible, but in considering any doubtful or difficult question arising on the classification it will be well to refer to the classification as it appears therein, which will be found pages 365—403.

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**CLASS A.**

**Trucks.** The provision of trucks is not included in the maximum rates applicable to merchandise specified in Class A. [Provisional Order, clause 2, sub-sect. a].

Class A. is applicable to consignments of four tons and upwards.

Less than  
four tons.

When merchandise specified in Class A. is consigned in quantities of less than four tons and not less than two tons, the company may charge for such consignment the conveyance rates applicable to Class B., and if less than two tons the conveyance rates applicable to Class C.; provided that the company shall not charge more than as for a consignment of four tons or two tons respectively.

## CLASS B.

**Trucks.** The maximum rate for articles in Class B. and the classes above includes the provision of trucks [Provisional Order, clause 2].

The company is not, however, required to provide trucks for the conveyance of lime in bulk or salt in bulk, or of the following articles when carried in such a manner as to injure the trucks, that is to say :

Ammoniacal liquor.  
Creosote.  
Coal tar.

Gas tar.  
Gas water ; or  
Gravel, tarred for paving.

but where for the conveyance of merchandise other than merchandise in Class A. the company do not provide trucks, the rate authorised for conveyance must be reduced [Provisional Order, clause 2, sub-sect. 6].

Class B. is applicable to consignments of four tons and upwards.

Less than  
four tons.

When merchandise specified in Class B. is consigned in quantities of less than four tons and not less than two tons, the company may charge for such consignment the conveyance rates applicable to Class C., and if less than two tons the conveyance rates applicable to Class 1 ; provided that the company shall not charge more than as for a consignment of four tons or two tons respectively.

## CLASS C.

Class C. is applicable to consignments of two tons and upwards.

When merchandise specified in Class C. is consigned in quantities of less than two tons, the company may charge

for such consignment the conveyance rates applicable to Class 1; provided that the company shall not charge more than as for a consignment of two tons.

Acetate of alumina, in casks or iron drums .....cl. 2	Algerian fibre (not hydraulic or steam press-packed), in full truck loads or in consignments of 20 cwt. ....cl. 3
Acetate of lead or sugar of lead .....cl. 1	Algerian fibre, hydraulic or steam press packed ..... C
Acetate of lime ..... C	Algerian fibre, machine pressed cl. 1
Acetate of soda .....cl. 1	Algerian fibre, e.o.h.p. ....cl. 4
Acetic or wood acid, in casks..cl. 2	Alizarine, in casks or iron drums .....cl. 3
Acetic or wood acid, e.o.h.p. ..cl. 5	Alizarine, e.o.h.p. ....cl. 4
Acid, tartaric .....cl. 4	Alkanet root .....cl. 2
Acid, cresylic, in casks, or iron drums .....cl. 2	Almonds .....cl. 3
Acorns .....cl. 1	Alum..... C
Agricultural and portable steam and traction engines, vertical steam engines, horizontal steam engines, steam ploughs, steam plough vans, steam tram engines, threshing machines, road rollers, and harrows .....cl. 2	Alum cake ..... C
Agricultural machines and implements, in cases .....cl. 2	Alum waste ..... C
Agricultural machines and implements, e.o.h.p. ....cl. 4	Alumina, hydrate of, or bauxite.. C
Agricultural seeds .....cl. 2	Alumina water..... C
Alabaster.....cl. 4	Aluminium .....cl. 5
Alabaster stone, in lumps, underground ..... B	Aluminoferric ..... C
Albumen .....cl. 4	Aluminosilic ..... C
Ale and porter, in casks.....cl. 1	Amber .....cl. 5
Ale and porter, bottled, in cases or casks .....cl. 1	American or leather cloth ....cl. 3
Ale and porter, bottled, in hampers .....cl. 2	Ammonia, liquid, in casks or iron drums .....cl. 2
Ale coolers .....cl. 3	Ammonia, in bottles other than carboys, in cases .....cl. 3
Algarovilla ..... C	Ammonia, in bottles other than carboys, in hampers .....cl. 4
	Ammonia, e.o.h.p. ....cl. 5
	Ammonia, muriate of ....cl. 1
	Ammoniacal liquor..... B
	Anchors .....cl. 3
	Anchovies .....cl. 4

Angelica root . . . . .	cl. 3	Axle-box guides, in the rough, for locomotives . . . . .	C
Angle bars . . . . .	cl. 3	Axle forgings . . . . .	C
Aniseed . . . . .	cl. 3	Axles, in the rough . . . . .	C
Animal guts, in casks . . . . .	cl. 2	Axles and wheels (railway car- riage, railway waggon, train, or corve) . . . . .	C
Animals and birds, stuffed, in cases . . . . .	cl. 5	Axles and wheels (locomotive engine and tender) . . . . .	cl. 1
Animals, live. <i>See</i> Animal Class, pp. 208, 333 & 344.		Axle boxes, brass . . . . .	cl. 2
Annealing plates . . . . .	C	Axles, not in the rough, e.o.h.p. cl. 2	
Annotto, in casks . . . . .	cl. 2	Awl blades . . . . .	cl. 3
Annotto, e.o.h.p. . . . .	cl. 4	Bacon and hams, cured, packed cl. 2	
Anthracene, crude, in casks . . . . .	cl. 1	Bacon and hams, cured, e.o.h.p. cl. 3	
Anthracene, e.o.h.p. . . . .	cl. 4	Bacon and hams, fresh or green cl. 4	
Antichlorine . . . . .	C	Bagatelle tables . . . . .	cl. 5
Antimony, ore . . . . .	C	Bagging, old, in bundles, for paper making . . . . .	cl. 1
Antimony, ore, waste . . . . .	B	Bagging, e.o.h.p. . . . .	cl. 2
Antimony, regulus . . . . .	cl. 2	Bags, paper, in bags or bundles cl. 1	
Anvils . . . . .	B	Bags, hand, common (hemp) . . . . .	cl. 2
Anvil blocks and caps . . . . .	C	Bags, paper . . . . .	cl. 2
Anvils, hammers, and standards for steam-hammers . . . . .	C	Bags, carpet . . . . .	cl. 3
Apples, minimum 20 cwt. per waggon . . . . .	cl. 1	Bags, leather . . . . .	cl. 4
Apples, dry, or pippins . . . . .	cl. 3	Bags (leather, ladies' hand, courier, and travelling) . . . . .	cl. 4
Apples, e.o.h.p. . . . .	cl. 2	Baking powder . . . . .	cl. 3
Apples, rings, in slices, dried . . . . .	cl. 3	Balloons . . . . .	cl. 5
Apricots (not hothouse) . . . . .	cl. 3	Balusters, iron . . . . .	cl. 2
Aquaria, glass . . . . .	cl. 5	Bar iron or steel, exceeding 1 cwt. per bar, in open trucks at re- quest of trader . . . . .	B
Argols or tartars . . . . .	cl. 2	Bar, puddled, iron . . . . .	B
Arrowroot . . . . .	cl. 2	Bar iron, e.o.h.p. . . . .	C
Arsenate of soda . . . . .	C	Barilla . . . . .	cl. 1
Arsenic . . . . .	C	Barium, chloride of, in casks . . . . .	C
Arsenic acid, in casks . . . . .	cl. 2	Bark, for tanning, chopped, packed in bags, or hydraulic pressed . . . . .	C
Arsenic acid, e.o.h.p. . . . .	cl. 3	Bark, loose, for tanning . . . . .	cl. 1
Artificial flowers . . . . .	cl. 5	Bark, for tanning, e.o.h.p. . . . .	cl. 2
Asbestos . . . . .	cl. 2		
Ashes, pot and pearl . . . . .	cl. 1		
Asparagus . . . . .	cl. 4		
Asphalte paving, in blocks . . . . .	B		
Asphaltum . . . . .	C		

Bark, ground, packed in bags cl. 2	Bedsteads, metallic.....cl. 2
Bark, not for tanning, e.o.h.p. cl. 5	Bedsteads, metallic, in strawed bundles.....cl. 3
Barley, pot and pearl.....cl. 3	Bedsteads, e.o.h.p. ....cl. 3
Barley, grain .....cl. 3	Beef in brine .....cl. 2
Barometers .....cl. 5	Beef wine, in boxes .....cl. 4
Bars, for tin plate making..... B	Bee hives, made of wood ....cl. 3
Bars, roller, and bed plates for pulling rags.....cl. 1	Bee hives, straw .....cl. 4
Barwood ..... C	Beer. <i>See</i> Ale.
Barytes, raw, in bulk..... B	Beer engines .....cl. 4
Barytes, ground, in casks or bags ..... C	Beeswax .....cl. 2
Barytes, nitrate of .....cl. 3	Bellows, packed .....cl. 3
Basic slag, unground..... A	Bellows pipes .....cl. 3
Basic slag, ground and packed .. B	Bellows, e.o.h.p. ....cl. 4
Basic material, burnt limestone in bulk, to steel converters .. B	Bell ringing (carillon) ma- chinery .....cl. 3
Baskets, iron .....cl. 2	Bells, small .....cl. 3
Baskets, bass .....cl. 2	Bells, e.o.h.p. ....cl. 4
Baskets, e.o.h.p. ....cl. 5	Belting for machinery .....cl. 3
Bass and whisk for making brooms .....cl. 2	Benders for rails, or jim crows .cl. 1
Bass baskets .....cl. 2	Besoms .....cl. 2
Bass mats and bass matting .cl. 2	Bicarbonate of soda, in casks.... C
Baths .....cl. 3	Bicarbonate of soda, in boxes, crates, or hampers .....cl. 2
Bath chairs .....cl. 5	Bichrome and bichromate of potash, in casks .....cl. 1
Bayonets .....cl. 3	Bichrome and bichromate of potash, e.o.h.p. ....cl. 3
Beadings and mouldings, gilt, lacquered, or varnished, packed in boxes .....cl. 3	Bichromate of soda, in casks..cl. 1
Beadings and mouldings, gilt, lac- quered, or varnished, e.o.h.p. cl. 5	Bichromate of soda, e.o.h.p. .cl. 3
Beams (iron and steel) ..... C	Bicycles .....cl. 5
Beans, e.o.h.p..... C	Bicycle stands, wrought iron..cl. 3
Bearers (iron and steel)..... C	Billets, blooms, or ingots, iron or steel ..... B
Beds and bedding .....cl. 5	Billiard cues, in bundles ....cl. 4
Bed keys .....cl. 3	Billiard tables .....cl. 5
Beds and cylinders of steam engines.....cl. 1	Binders (iron and steel)..... C
Bed plates (iron and steel, roof- work) ..... C	Bins, corn or wine .....cl. 3
	Birch or ling, for besoms ....cl. 1
	Bird cages .....cl. 5
	Biscuits, dog, in bags or casks..cl. 1

Biscuits.....cl. 2	Blue, laundry, liquid, e.o.h.p...cl. 5
Bismuth .....cl. 5	Blue paste .....cl. 3
Bisulphite of lime .....cl. 1	Boards and rollers, wooden, for drapers' cloth, and for folding paper .....cl. 1
Bisulphite of soda .....C	Boards, made of compressed leather .....cl. 2
Bit burnishers, packed .....cl. 3	Boards, parquet flooring ....cl. 3
Bits, iron or steel .....cl. 3	Boards, washing .....cl. 3
Bitters, in casks or cases ....cl. 3	Boats and canoes.....cl. 5
Black beer .....cl. 3	Bobbin blocks.....C
Black lead .....cl. 2	Bobbins, in bags.....cl. 2
Black oil or black varnish, com- mon, in casks .....cl. 1	Bobbins, e.o.h.p.....cl. 3
Blackberries or bramble berries cl. 2	Bogies, puddlers' tap .....cl. 1
Blacking .....cl. 2	Bog ore, for gas purifying ....B
Bladders, in casks .....cl. 3	Boilers and boiler fittings, iron or steel .....cl. 2
Blanc, fire (ground barytes with water added for glazing paper) .....C	Boilers, copper.....cl. 4
Blankets .....cl. 3	Boilers, plates.....C
Blanks, bronze and copper, for stamping coins.....cl. 3	Bolt and nut machines .....cl. 1
Bleaching liquids, in casks ..cl. 2	Bolts, door .....cl. 3
Bleaching powder .....C	Bolts and nuts (iron and steel)..C
Blinds, paper .....cl. 3	Bone ash .....C
Blinds, venetian and chain, in cases, crates, or frames ....cl. 3	Bone waste .....C
Blinds, venetian and chain, e.o.h.p. ....cl. 4	Bone crushing mills .....cl. 2
Blistered steel .....cl. 1	Bones, calcined .....C
Blood for manure, in casks ....C	Bones, for size or manure .....C
Blood, in casks or iron drums..cl. 2	Bones, packed .....cl. 1
Blooms, billets, or ingots, iron or steel .....B	Bones, e.o.h.p.....cl. 2
Bloom trucks .....cl. 1	Books, e.o.h.p.....cl. 3
Blowing engines .....cl. 3	Books, bound or half bound, in calf, morocco, roan, russia, or law calf .....cl. 4
Blow pipes .....cl. 3	Boot and shoe linings, cotton or linen .....cl. 2
Blue powder and stone, and smalts, in casks, cases, boxes, or bags.....cl. 2	Boot protectors .....C
Blue powder and stone, and smalts, e.o.h.p. ....cl. 3	Boothing or stalling .....cl. 3
Blue, laundry, liquid, in boxes, cases, casks, or iron drums..cl. 3	Boots and shoes, including goloshes and leather cut into boot shapes, in casks, cases, or boxes .....cl. 3



Boots and shoes, including goloshes and leather cut into boot shapes, in hampers (white rod) .....cl. 4	Brass work, spun or stamped, packed .....cl. 3
Boots and shoes, including goloshes and leather cut into boot shapes, e.o.h.p. ....cl. 5	Brattice cloth .....cl. 1
Boracic acid .....cl. 3	Bread .....cl. 2
Borax .....cl. 2	Break blocks .....C
Boring, drilling, planing, punching, shearing, and slotting machines, for metal work, including beds and tables ....cl. 1	Brick making machinery ....cl. 1
Bottle jacks .....cl. 3	Bricks, clay, common and fine ....B
Bottle stoppers, wood, packed .cl. 2	Bricks, crushed .....B
Bottles and bottle stoppers, glass, black, green, or pale, common, packed .....cl. 1	Bricks, clay, glazed or enameled .....C
Bottles and bottle stoppers, glass, e.o.h.p. ....cl. 3	Bricks, flanders or scouring ....C
Bottles, earthenware or stoneware .....cl. 2	Bricks, air, cast iron .....cl. 1
Boundary posts (street), iron .cl. 1	Bridgework—
Bowls, iron, nested or packed .cl. 2	Cantilevers .....C
Bowls, wood or iron, e.o.h.p. .cl. 3	Cross and longitudinal girders .....C
Boxes or trunks, tin or sheet iron, packed in crates or cases ....cl. 3	Floor plates .....C
Boxes, safety .....cl. 3	Girders, whole or in part ....C
Boxes, e.o.h.p. ....cl. 5	Joists .....C
Box iron heaters .....cl. 1	Lattice bars .....C
Box or Italian irons .....cl. 3	Screw and other piles, both hollow and solid .....C
Braces, except silk for wearing apparel, in bales, packs, or trusses .....cl. 3	Struts and ties .....C
Braces, not silk, for wearing apparel .....cl. 4	Brill, fish, fresh .....cl. 4
Braces, for wearing apparel, not silk, e.o.h.p. ....cl. 4	Brimstone, crude or unmanufactured .....C
Brands, iron or steel .....cl. 3	Bristles, in boxes, cases, or casks .....cl. 2
Bran .....C	Bristles, e.o.h.p. ....cl. 4
Brank or buckwheat .....C	Britannia metal goods .....cl. 4
Brass .....cl. 2	Bronze, phosphor or manganese castings and ingots, rough .cl. 2
	Bronze powder .....cl. 4
	Broom and brush heads and blocks, wooden, without hair cl. 1
	Broom and brush heads, e.o.h.p. ....cl. 3
	Brooms and brushes, packed .cl. 3
	Brooms and brushes, e.o.h.p. .cl. 4
	Brush backs, xylonite .....cl. 3
	Buckets and pails, iron, nested or packed .....cl. 2

Buckets and pails, e.o.h.p. ....cl. 3	Buttons, except gold, silver, or plated .....cl. 3
Buckles, brass, iron, or steel ..cl. 3	Cabbages, loose in bulk..... C
Buckram .....cl. 3	Cabbages, e.o.h.p., minimum 20 cwt. per waggon .....cl. 1
Builders' implements, not new, and consisting of mixed consignments of the following—	Cabbages, packed, e.o.h.p.....cl. 2
Barrows .....cl. 1	Cake, for cattle feeding ..... C
Centerings .....cl. 1	Caissons (iron and steel) ..... C
Crab winches.....cl. 1	Calicoes.....cl. 3
Hoists.....cl. 1	Calipers.....cl. 3
Mortar boards .....cl. 1	Caloric engines .....cl. 2
Mortar mills .....cl. 1	Canada plates .....cl. 1
Poling boards .....cl. 1	Canary seed .....cl. 2
Pulleys .....cl. 1	Candles, paraffin, tallow, and stearine.....cl. 1
Ropes .....cl. 1	Candles, e.o.h.p. ....cl. 2
Scaffold boards .....cl. 1	Candles, wax .....cl. 4
Steps .....cl. 1	Candlesticks, brass or iron....cl. 3
Struts .....cl. 1	Candle-wick .....cl. 3
Trestles .....cl. 1	Canes and rattans .....cl. 4
Wheeling pieces .....cl. 1	Cannel ..... A
Wheeling planks .....cl. 1	Cannon .....cl. 1
Windlasses .....cl. 1	Cannon balls and shot, and shells not charged ..... B
Bullet moulds .....cl. 3	Canvas .....cl. 3
Bullets, small arm .....cl. 1	Cap-peaks, not oily.....cl. 3
Bungs, wood, or shives .....cl. 2	Caps, men's or boys', except silk, in bales, packs, or trusses ..cl. 3
Bungs and corks .....cl. 4	Caps, men's or boys', except silk, in boxes or cases .....cl. 4
Buoy sinkers ..... B	Caps, e.o.h.p. ....cl. 5
Buoys .....cl. 2	Capstan bars .....cl. 1
Burr stones ..... C	Capstans and windlasses.....cl. 1
Busks, wooden, horn, or steel..cl. 3	Capsules, metal, in cases.....cl. 3
Butter, in casks, firkins, baskets, or boxes, or in tubs or cools with wooden lids .....cl. 2	Caravans(showmen's or hawkers') and vans containing steam roundabouts.....cl. 4
Butter, in crocks in wood, or in crocks when packed straw in baskets .....cl. 3	Carbolic acid, liquid, in casks or iron drums .....cl. 2
Butter, in flats or hampers, or in tubs or cools, without lids ..cl. 4	Carbolic acid, solid .....cl. 4
Butter, in crocks, e.o.h.p. ....cl. 5	Carbolic acid, liquid, e.o.h.p...cl. 5
Butter milk .....cl. 1	

- Carbofic seed-dressing .....cl. 2  
 Carbolineum avenarius oil ....cl. 1  
 Carbon candles, for electric light-  
 ing.....cl. 3  
 Carbonate of ammonia, in casks  
 or iron drums .....cl. 1  
 Carbonate of ammonia, in cases..cl. 3  
 Carbonate of lime ..... C  
 Carbonate of magnesia .....cl. 2  
 Carbonate of potash, in casks..cl. 1  
 Carbonate of potash, e.o.h.p...cl. 2  
 Carbonate of soda, or soda  
 crystals ..... C  
 Carboys, gutta percha.....cl. 4  
 Carboys, glass .....cl. 5  
 Cardamoms .....cl. 4  
 Cardboard .....cl. 1  
 Cardcloth .....cl. 3  
 Cards for weaving, packed in  
 cases .....cl. 3  
 Cards for carding machines,  
 e.o.h.p. ....cl. 5  
 Carpet-bag frames .....cl. 3  
 Carpet-bags .....cl. 3  
 Carpet-beating machines ....cl. 3  
 Carpet-lining, cork .....cl. 3  
 Carpeting .....cl. 3  
 Carpeting, exceeding 15 feet in  
 length, packed in cases ....cl. 4  
 Carpeting, cork .....cl. 3  
 Carraway seeds .....cl. 3  
 Carriage and cart steps .....cl. 3  
 Carriage and foot warmers ..cl. 3  
 Carriage bodies, e.o.h.p. ....cl. 5  
 Carriages. *See* Part III.  
 Carrots ..... C  
 Cart bushes, iron and steel .... C  
 Cart steps .....cl. 3  
 Cartridge cases, exploded ....cl. 2  
 Cartridge cases, brass.....cl. 3  
 Castings, iron or steel, light, in  
 boxes, crates, cases, casks, or  
 hampers .....cl. 1  
 Castings, mill, forge, and other  
 rough and heavy unfinished  
 castings, iron and steel ....cl. 1  
 Castings, brass, German silver,  
 or nickel .....cl. 3  
 Castings, iron, light, e.o.h.p...cl. 3  
 Castings, sanitary, iron and steel,  
 for public urinals and water-  
 closets .....cl. 3  
 Castings, steel, e.o.h.p. ....cl. 3  
 Castor oil, for lubricating machi-  
 nery, in tins, packed in wooden  
 cases .....cl. 1  
 Castor oil, in casks or iron drums,  
 round, or tapered at one end..cl. 1  
 Castor oil, in boxes.....cl. 3  
 Castors of all kinds.....cl. 3  
 Cats' and dogs' meat ..... cl. 4  
 Cattle, live. *See* Animal Class,  
 Part II.  
 Cattle food, prepared .....cl. 2  
 Cattle cribs .....cl. 4  
 Caustic soda..... C  
 Caustic potash .....cl. 1  
 Celery .....cl. 2  
 Cellarets, wrought iron .....cl. 3  
 Cement, in blocks or slabs..... B  
 Cement, e.o.h.p. .... C  
 Cement stone ..... B  
 Chaff, hydraulic or steam press  
 packed .....cl. 1  
 Chaff, in bags, not for cattle  
 feeding .....cl. 3  
 Chaff, e.o.h.p. ....cl. 4  
 Chains and traces, packed ....cl. 2  
 Chains and traces, not packed .. C  
 Chains, curb or door .....cl. 3  
 Chain cables ..... C

Chair bottoms, wooden, in the rough . . . . .	C	Chimney pieces, marble or slate, e.o.h.p. . . . .	3
Chairs and seats, garden, in parts, packed in cases . . . . .	1	Chimney pieces, metal, unpacked . . . . .	4
Chairs and seats, garden, e.o.h.p. . . . .	4	Chimney pots, earthenware or fire-clay . . . . .	1
Chairs and seats, e.o.h.p. . . . .	5	Chimney tops, iron or zinc . . . . .	4
Chairs, common folding, in boxes, cases, crates, and parcels . . . . .	4	China, in casks or crates . . . . .	2
Chairwood, rough, undamageable . . . . .	2	China, in hampers . . . . .	3
Chalk, in the rough, for agricultural purposes . . . . .	A	China, in boxes or cases . . . . .	4
Chalk, ground . . . . .	C	China clay . . . . .	B
Chalk, French . . . . .	3	China grass, hydraulic or steam press packed . . . . .	C
Chalk, prepared . . . . .	3	China grass, machine pressed . . . . .	1
Chandeliers and gasaliers . . . . .	5	China grass (not hydraulic or steam press packed, or machine pressed) in full truckloads or in consignments of 20 cwt. . . . .	3
Charcoal, packed . . . . .	C	China grass, e.o.h.p. . . . .	4
Charcoal, e.o.h.p. . . . .	1	China stone . . . . .	C
Cheese presses . . . . .	3	Chlorate of potash . . . . .	2
Cheese, in boxes, casks, and cases . . . . .	2	Chlorate of soda, packed in hampers or casks . . . . .	2
Cheese, e.o.h.p. . . . .	3	Chloride of calcium . . . . .	C
Chemicals, not dangerous, corrosive, or explosive, in casks, iron drums, bales, or bags . . . . .	3	Chloride of gold . . . . .	5
Chemicals, not dangerous, corrosive, or explosive, in boxes or hampers . . . . .	4	Chloride of potash, packed in hampers or casks . . . . .	2
Chemicals, not dangerous, corrosive, or explosive, e.o.h.p. . . . .	5	Chloride or muriate of zinc . . . . .	1
Cherries, in tubs, for jam . . . . .	2	Chocolate . . . . .	2
Cherries, ripe, not hothouse . . . . .	3	Chromate ore . . . . .	C
Chertstone . . . . .	C	Churns and churning machines . . . . .	4
Chestnuts . . . . .	1	Cider and perry, not bottled in casks . . . . .	1
Chestnuts, extract of, for tanning purposes . . . . .	1	Cider and perry, bottled in cases or casks . . . . .	1
Chestnuts, extracts of, e.o.h.p. . . . .	2	Cider and perry, bottled in hampers . . . . .	2
Chicory . . . . .	2	Cigars . . . . .	5
Chimney pieces, slate, not enamelled or polished . . . . .	1	Cinders, coal . . . . .	A
Chimney pieces, cement or concrete . . . . .	2	Cinder sifters . . . . .	3
		Cinnamon . . . . .	5
		Cinnabar ore . . . . .	3

Cisterns.....cl. 4	Coach fittings, metallic, packed cl. 3
Citric acid.....cl. 4	Coach wrenches .....cl. 3
Clasps, boot, book, or belt, except gold, silver, or plated .....cl. 3	Coal ..... A
Clay, in bulk, e.o.h.p. .... A	Coal, fuel, patent ..... B
Clay, in bags or casks ..... C	Coal scuttles, iron or galvanised, nested or packed .....cl. 2
Clippings, shearings, and stamp- ings of sheet iron and tin plates, in compressed bundles ..... B	Coal scuttles, metallic, packed in cases or boxes .....cl. 3
Clips, cotton tie, packed..... C	Coal scuttles, e.o.h.p. ....cl. 4
Clips, iron, for boxes .....cl. 1	Cobalt ore.....cl. 2
Clock cases .....cl. 5	Cobalt .....cl. 4
Clock dials .....cl. 3	Cobnuts.....cl. 3
Clocks, turret and church ....cl. 4	Cochineal .....cl. 5
Clocks, e.o.h.p.....cl. 5	Cockles .....cl. 1
Clog blocks, rough ..... C	Cocoa.....cl. 2
Clog irons.....cl. 1	Cocoa nut fibre, husk, shell, or matting, packed .....cl. 2
Clog soles .....cl. 1	Cocoa nut fibre, e.o.h.p.....cl. 3
Clogs, in casks, cases, or boxes cl. 3	Cocoa nut oil .....cl. 1
Clogs, e.o.h.p. ....cl. 4	Cocoa nuts .....cl. 3
Cloth oil, and wood oil .....cl. 1	Cod and ling, dried.....cl. 1
Cloth, linen, packed .....cl. 3	Cod and ling, thoroughly cured in brine.....cl. 1
Cloth, linen, bleached, tied in bundles, but not protected by wrappers .....cl. 4	Cod oil, in casks or iron drums tapered at one end .....cl. 1
Clothes pegs, packed .....cl. 2	Cod liver oil, in casks or iron drums tapered at one end ..cl. 1
Clothing, waterproof, except oily canvas clothing .....cl. 3	Codilla in bales, hydraulic or steam press packed .....cl. 1
Clothing, exclusive of silk goods, if packed in trusses, packs, or bales .....cl. 3	Codilla, e.o.h.p. ....cl. 2
Clothing, for soldiers, police, pri- son warders, railway porters, postal and telegraph (except busbys or helmets) .....cl. 3	Coffee .....cl. 2
Clothing (exclusive of silk goods), e.o.h.p. ....cl. 4	Coffee extract or essence ....cl. 3
Cloves .....cl. 5	Coffee mills, small hand .....cl. 3
Coach and upholsterers' trim- mings, in packs, trusses, or bales .....cl. 3	Coffee carts, or stalls on wheels.cl. 4
Coach and upholsterers' trim- mings, e.o.h.p.....: ....cl. 4	Coffin furniture, metallic ....cl. 3
	Coffins .....cl. 5
	Coir junk .....cl. 1
	Coir rope .....cl. 1
	Coin, copper or bronze .....cl. 3
	Coke ..... A
	Collars, dog .....cl. 3
	Collars, rush, for horses .....cl. 3

Colliery screens or tips . . . . .cl. 2	Coriander seed . . . . .cl. 3
Colliery pulleys . . . . .cl. 3	Corkscrews . . . . .cl. 3
Colliery tubbing, iron and steel. . C	Cork shavings or cuttings . . .cl. 3
Collodion . . . . .cl. 5	Cork socks, in boxes, cases, or casks. . . . .cl. 3
Colours, in casks or iron drums and in tins packed in cases. .cl. 2	Cork socks, e.o.h.p. . . . .cl. 5
Colours, in cans, hampers, boxes, or iron bottles . . . . .cl. 3	Corkwood . . . . .cl. 3
Colours, in jars . . . . .cl. 5	Corn. <i>See Grain</i> . . . . .C
Columns, iron and steel . . . . .C	Corn crushers. . . . .cl. 4
Colza oil, in casks or iron drums round or tapered at one end .cl. 1	Corn flour, patent . . . . .cl. 2
Combs . . . . .cl. 3	Cornice poles, wood, in bundles, without rings or ends, not gilt. . . . .cl. 3
Compost, for manure . . . . .B	Corozzo nuts. . . . .cl. 3
Concrete, in blocks or slabs . . . B	Corves (small waggon for use in collieries) . . . . .cl. 2
Cones, fir, in sacks or bags . .cl. 1	Cotton waste, for paper making, hydraulic or steam press packed . . . . .C
Confectionery, in cases, casks, or boxes. . . . .cl. 2	Cotton, raw, in press packed bales . . . . .cl. 1
Confectionery, e.o.h.p. . . . .cl. 4	Cotton, raw, e.o.h.p. . . . .cl. 2
Conservatories and hothouses, in parts . . . . .cl. 5	Cotton and woollen waste . . .cl. 2
Copper . . . . .cl. 2	Cotton and linen goods, in bales, boxes, packs, or trusses, e.o.h.p. . . . .cl. 3
Copper ore . . . . .C	Cotton and linen thread . . . .cl. 3
Copper, nitrate of, in casks . .cl. 2	Cotton and woollen slops, in ham- pers, bales, or boxes . . . .cl. 3
Copper, nitrate of, in jars or stone bottles covered with wicker basket work. . . . .cl. 5	Cotton seed oil, in casks or iron drums round or tapered at one end . . . . .cl. 1
Copper precipitate . . . . .cl. 1	Cotton wool, dressed and carded cl. 3
Copper regulus. . . . .cl. 1	Crabs. . . . .cl. 2
Copperas, green, in bulk . . . . B	Crab winches . . . . .cl. 1
Copperas, green, e.o.h.p. . . . .C	Cranberries . . . . .cl. 2
Copperas, e.o.h.p. . . . .cl. 1	Cranes or crane work . . . . .cl. 2
Copra (or oil pulp of cocoanut), dried . . . . .cl. 1	Crape . . . . .cl. 5
Coprolites and rock phosphate, unground. . . . .A	Creosote, coal tar, gas tar, gas water, in owner's waggon . . A
Coprolites and rock phosphate, ground . . . . .B	Creosote, coal tar, gas tar, gas water, e.o.h.p. . . . .B
Copying presses . . . . .cl. 3	Cricket implements . . . . .cl. 4
Coquilla nuts . . . . .cl. 3	
Cordials, in casks or cases . . .cl. 3	
Cordials, e.o.h.p. . . . .cl. 5	

Croquet implements . . . . .cl. 4	Drapery, heavy packages— <i>contd.</i>
Crucibles, plumbago or clay . .cl. 2	Blankets . . . . .cl. 3
Crucibles, e.o.h.p. . . . .cl. 3	Boots and shoes, including goloshes in casks or cases cl. 3
Cryolite . . . . .cl. 1	Buckram . . . . .cl. 3
Crystallized fruit, e.o.h.p. . . .cl. 4	Buttons, except gold, silver, or plated . . . . .cl. 3
Cullet (or broken glass) . . . . . B	Calicoes . . . . .cl. 3
Culm . . . . . A	Carpet bags . . . . .cl. 3
Cummin seed . . . . .cl. 3	Carpeting . . . . .cl. 3
Curling irons . . . . .cl. 2	Clothing, waterproof (except oily or canvas clothing) cl. 3
Currants . . . . .cl. 2	Cotton and linen goods, in bales, boxes, cases, packs, or trusses, e.o.h.p. . . .cl. 3
Curry combs . . . . .cl. 3	Cotton and linen thread . .cl. 3
Curtains, cotton, lace . . . . .cl. 4	Cotton and woollen slops, in hampers, bales, or boxes cl. 3
Cyanite, in jars . . . . .cl. 5	Druggeting . . . . .cl. 3
Dandelion roots . . . . .cl. 2	Elastic webbing . . . . .cl. 3
Dandy rollers, in cases, for paper mills . . . . .cl. 4	Eyelets . . . . .cl. 3
Dari (grain) . . . . . C	Flannel . . . . .cl. 3
Dates . . . . .cl. 2	Floor cloth, including oil- cloth, boulinikon, kamptu- licon, and linoleum . . .cl. 3
Delta metal . . . . .cl. 2	Hearth rugs, except skins cl. 3
Dextrine . . . . .cl. 2	Hooks and eyes . . . . .cl. 3
Dies and die stocks . . . . .cl. 3	Huckabacks . . . . .cl. 3
Dills (grain) . . . . . C	India rubber goods, except shoes and galoshes . . .cl. 3
Dishes, iron . . . . .cl. 2	Laces, boot and stay, cotton or leather . . . . .cl. 3
Dishes, wood . . . . .cl. 3	Linen cloth, packed . . . .cl. 3
Disinfecting powder . . . . .cl. 1	Paper collars, cuffs, and shirt fronts . . . . .cl. 3
Distilled water, in cases or casks cl. 1	Shirts, cotton, woollen, and linen, in bales, packs, or trusses . . . . .cl. 3
Distilled water, e.o.h.p. . . . .cl. 2	Stays, not silk . . . . .cl. 3
Divi divi . . . . . C	Tapes . . . . .cl. 3
Dog, hen, and other pures or bates, in barrels or bags . . . . . C	Thimbles, not gold, silver, or plated . . . . .cl. 3
Dollies and peggies, wooden, for laundry purposes . . . . .cl. 2	
Doors and door frames, iron or steel . . . . .cl. 1	
Draff, or brewers' and distillers' grains . . . . . B	
Drain pipes, glazed . . . . . C	
Drapery, heavy packages con- taining any of the following articles:—	
American or leather cloth cl. 3	

**Drapery, heavy packages—*contd.***

Wadding, cotton .....cl. 3

Woollen and worsted yarn cl. 3

**Drapery, light packages containing any drapery articles set out in classes below cl. 4, and that class and any of the following articles:—**

Bags, leather .....cl. 3

Braces, not silk, for wearing apparel .....cl. 3

Carpeting, exceeding 15 ft. in length, packed in cases .....cl. 3

Cloth, woollen .....cl. 3

Clothing, exclusive of silk goods, e.o.h.p. ....cl. 3

Coach and upholsterers' trimmings .....cl. 3

Gloves, cotton, woollen, and worsted .....cl. 3

Haberdashery .....cl. 3

Hosiery .....cl. 3

Muslins (book) .....cl. 3

Needles, stuff goods .....cl. 3

Umbrellas .....cl. 3

Woollen and worsted goods .....cl. 3

**Dredger buckets and bucket backs (iron and steel) .....cl. 1****Dripping, in casks, boxes, tins, or tubs with lids .....cl. 2****Dripping, in crocks, in wood, or in tubs or tins without lids .....cl. 3****Dripping, in bladders .....cl. 4****Dripping, in crocks, e.o.h.p. ....cl. 5****Dross, metal ..... C****Druggeting .....cl. 3****Druggists' sundries, in mixed packages .....cl. 4****Drugs, in casks, bags, or bales cl. 3****Drugs, in boxes or hampers ..cl. 4****Drugs, e.o.h.p. ....cl. 5****Drums, iron or steel, for collieries .....cl. 1****Drysalteries, in casks .....cl. 3****Drysalteries, e.o.h.p. ....cl. 4****Dubbin .....cl. 2****Dunnage mats .....cl. 1****Dust preventers .....cl. 3****Dutch metal and leaf .....cl. 3****Dye extracts .....cl. 4****Dye, liquor refuse, from print or dye works .....cl. 1****Dyes, in casks and iron drums..cl. 3****Dyes, e.o.h.p. ....cl. 4****Dyes, in glass carboys .....cl. 5****Dyewoods—**

Barwood ..... C

Fustic wood ..... C

Lima wood ..... C

Logwood ..... C

Nicaragua wood ..... C

**Dyewoods, ground, in chips, in bags .....cl. 1****Dyewoods, e.o.h.p. ....cl. 1****Earthenware, in casks or crates..cl. 2****Earthenware, in hampers ....cl. 3****Earthenware, in boxes or cases..cl. 4****Earth closets .....cl. 3****Earth, red ..... C****Earth nuts, or ground nuts .... C****Earth nut or ground nut oil, in casks or iron drums round or tapered at one end .....cl. 1****Eggs, in boxes, cases, or crates..cl. 3****Eggs, e.o.h.p. ....cl. 4****Elastic webbing .....cl. 3****Electric accumulators .....cl. 2****Electric batteries .....cl. 3****Electric cable .....cl. 3****Electric insulators .....cl. 2****Emery .....cl. 2****Emery dust .....cl. 2****Emery rollers and emery wheels, in boxes or cases .....cl. 2**



Emery rollers and emery wheels, e o.h.p. ....cl.	3	Fenders, kitchen, iron or steel..cl.	3
Emery stone .....	C	Fenders, ships', cork or hemp..cl.	3
Empty cases, casks, crates, ham- pers, and other empties, e.o.h.p. ....cl.	5	Fenders, e.o.h.p. ....cl.	5
Empty cases, for returned empties. See clause 22 of Provisional Order, p. 202.		Fents and tabs, cotton and woollen.....cl.	3
Engine bed plates, iron and steel .....	C	Fenugreek seeds.....	C
Engravings .....	5	Fern, for litter or packing, hydraulic or steam press packed .....	1
Ensilage .....	C	Fern, for litter or packing, e.o.h.p., minimum weight 20 cwt. per waggon.....cl.	3
Envelopes, straw, for bottles..cl.	2	Ferro-manganese, in bulk.....	B
Esparto grass, hydraulic or steam press packed .....	C	Ferro-manganese, e.o.h.p. [sub. iron or steel] .....	C
Esparto grass, machine pressed..cl.	1	Ferrules, iron, brass, or steel..cl.	3
Esparto grass (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt...cl.	3	Figs, dried .....	2
Esparto grass, e.o.h.p. ....cl.	4	Figures, casts, or ornaments, alabaster, bronze, gypsum, plaster, stucco, or terra cotta..cl.	5
Evergreens .....	5	Figures, flowers, and heads, wax .....	5
Extracts, in casks or boxes, for tanners' use .....	C	Filberts .....	3
Extract of bark or wood, for tanning.....cl.	1	Files or rasps, iron or steel ..cl.	2
Extract of malt .....	4	Filings (iron and steel) .....	B
Extract of meat .....	5	Filters, cast iron .....	2
Eyelets .....	3	Filters, earthenware .....	3
Farina, e.o.h.p. ....	C	Fire boxes of portable steam or traction engines .....	2
Farina, calcined .....	1	Fire engines, steam.....cl.	3
Fat, raw .....	2	Fire engines, e.o.h.p. ....cl.	4
Feathers .....	5	Fire escapes.....cl.	3
Felloes, waves, and spokes ....	C	Fire extinguishers (hand gre- nade), packed .....	3
Felt, asphalted roofing, or tarred felt, or tarred sheathing....cl.	1	Fire guards, metal .....	3
Felt (not carpeting) .....	2	Fire irons.....cl.	3
Felt hat bodies .....	4	Fire lighters .....	2
Fencing standards, iron, in con- crete blocks .....	1	Firewood, in bundles .....	1
Fenders, packed in crates, cases, or boxes .....	3	Fish—	
		Cod and ling, dried.....cl.	1
		Cod and ling, thoroughly cured in brine.....cl.	1

**Fish—continued.**

Herrings, thoroughly cured in brine . . . . .cl. 1	Flax straw, steam or hydraulic press packed . . . . . C
Red herrings, thoroughly cured . . . . .cl. 1	Flax straw, machine pressed . .cl. 1
All other fish, thoroughly salted or dried . . . . .cl. 1	Flax straw (not hydraulic or steam press packed or machine pressed), in full truck loads, or in consignments of 20 cwt. . .cl. 3
Cockles . . . . .cl. 1	Flax straw, e.o.h.p. . . . .cl. 4
Limpets . . . . .cl. 1	Flax waste, for paper making, hydraulic or steam press packed . . . . . C
Mussels . . . . .cl. 1	Flax waste, for paper making . .cl. 1
Periwinkles . . . . .cl. 1	Flax waste, e.o.h.p. . . . .cl. 2
Whelks . . . . .cl. 1	Fleshings and glue pieces, fresh from tanners, in casks . . . . C
Herrings and sprats, in any state, e.o.h.p. . . . .cl. 2	Fleshings and glue pieces, dry, in casks and bags . . . . .cl. 1
All fish, partially cured, smoked, or dried . . . . .cl. 2	Fleshings and glue pieces, fresh from tanners, not packed . .cl. 1
Crabs . . . . .cl. 2	Fleshings and glue pieces, e.o.h.p. . . . .cl. 2
Fresh fish, e.o.h.p. . . . .cl. 3	Flints, e.o.h.p. . . . . C
Fresh—	Flocks . . . . .cl. 2
Brill . . . . .cl. 4	Floor cloth, including oil cloth, boulinikon, kamptulicon, and linoleum . . . . .cl. 3
Grayling . . . . .cl. 4	Flour . . . . . C
Lobsters . . . . .cl. 4	Flour dressing or purifying machines . . . . .cl. 3
Oysters . . . . .cl. 4	Flowers, cut . . . . .cl. 5
Prawns . . . . .cl. 4	Flower pots, clay, common unglazed . . . . .cl. 2
Red mullet . . . . .cl. 4	Flower roots (not orchids) . . .cl. 3
Salmon . . . . .cl. 4	Flower roots, e.o.h.p. . . . .cl. 4
Smelt . . . . .cl. 4	Flower stands, wrought iron . .cl. 4
Soles . . . . .cl. 4	Flower stands, e.o.h.p. . . . .cl. 5
Trout . . . . .cl. 4	Flower sticks, wooden or cane, common . . . . .cl. 1
Turbot . . . . .cl. 4	Flue linings or flue pipes, fire clay . . . . . C
Whitebait . . . . .cl. 4	Fluid, disinfecting, in bottles packed in cases or hampers, or in basketed jars . . . . .cl. 4
Fish glue . . . . .cl. 3	
Fish hooks . . . . .cl. 3	
Flag poles, or Venetian masts . .cl. 2	
Flannel . . . . .cl. 3	
Flax, in bales, minimum 60 cwt. per waggon . . . . .cl. 1	
Flax, in bales, e.o.h.p. . . . .cl. 2	
Flax, e.o.h.p. . . . .cl. 3	
Flax, in the straw . . . . .cl. 4	
Flax seed, for sowing . . . . .cl. 2	

Footballs . . . . .cl. 4	Fruit, ripe, not hothouse— <i>contd.</i>
Forges, portable, in pieces, packed in boxes . . . . .cl. 2	Raspberries . . . . .cl. 3
Forges, portable, whole, cased in iron . . . . .cl. 2	Strawberries . . . . .cl. 3
Forges, portable, e.o.h.p. . . .cl. 3	Fruit, hothouse . . . . .cl. 5
Forgings, iron or steel, in the rough, e.o.h.p. . . . .C	Fruit pulp, in cases . . . . .cl. 1
Forks, digging, in cases . . . .cl. 2	Fruit cleaning machines . . . .cl. 4
Forks, toasting, iron . . . . .cl. 3	Fuel economisers, iron or steel cl. 1
Forks and spoons . . . . .cl. 3	Fuller's earth . . . . .C
Frames and bed plates, iron or steel, for timber sawing, bor- ing, morticing, or planing machinery . . . . .cl. 1	Funnels, air or ship . . . . .cl. 2
Frames, iron or steel, for tar- gets . . . . .cl. 1	Furnace lumps . . . . .B
Frames, picture, common wood, not gilded or Dutch metalled .cl. 3	Furnace plates . . . . .C
Frames, picture, e.o.h.p. . . .cl. 5	Furnace scrapings . . . . .B
Frilling machines, fitted up, packed . . . . .cl. 5	Furniture, in vans, carts, or road waggon . . . . .cl. 4
Frilling machines, in parts, packed . . . . .cl. 4	Furniture, e.o.h.p. . . . .cl. 5
Fruit, minimum 20 cwt. per waggon—	Furniture vans, returned empty, if from the same station and consignee to which and to whom they were carried full, to the same station and con- signor from which and from whom they were carried full . . C
Apples . . . . .cl. 1	Furs . . . . .cl. 5
Gooseberries . . . . .cl. 1	Fustian and corduroy . . . . .cl. 3
Pears . . . . .cl. 1	Fustic liquor . . . . .cl. 2
Apples, e.o.h.p. . . . .cl. 2	Fustic wood . . . . .C
Gooseberries, e.o.h.p. . . . .cl. 2	Gall nuts . . . . .cl. 2
Pears, e.o.h.p. . . . .cl. 2	Galvanised iron . . . . .C
Cherries, in tubs, for jam . .cl. 2	Gambler and terra-japonica . . . . C
Raspberries, in tubs, for jam .cl. 2	Game . . . . .cl. 5
Strawberries, in tubs, for jam . . . . .cl. 2	Gannister . . . . .A
Fruit, ripe, e.o.h.p. . . . .cl. 2	Garancine . . . . .cl. 2
Fruit, ripe, not hothouse—	Garden arches . . . . .cl. 4
Apricots . . . . .cl. 3	Garden engines . . . . .cl. 4
Cherries . . . . .cl. 3	Gas carbon . . . . .B
Nectarines . . . . .cl. 3	Gas engines, complete . . . . .cl. 2
Peaches . . . . .cl. 3	Gas fittings, in parts, except brass and copper tubing . . . . .cl. 3
	Gas lime or gas purifying refuse A
	Gas meters . . . . .cl. 3
	Gasometer sheets . . . . .C

Gates, iron or wooden, common cl. 2	Gloves, cotton, woollen, or worsted, e.o.h.p. ....cl. 4
Gelatine .....cl. 3	Gloves, rough leather, for la- bourers .....cl. 3
German silver, in sheets .....cl. 3	Gloves, e.o.h.p. ....cl. 5
German silver wire, in casks and cases .....cl. 3	Glucose .....cl. 1
Ginger, e.o.h.p. ....cl. 3	Glue .....cl. 1
Ginger, preserved .....cl. 4	Glycerine, in casks or iron drums cl. 2
Ginger beer, in cases and casks cl. 1	Glycerine, in cases or boxes ..cl. 3
Ginger beer, e.o.h.p. ....cl. 2	Glycerine, e.o.h.p. ....cl. 5
Gins, wheels, with frames for hoisting purposes.....cl. 3	Glycerine grease, for lubricating purposes, in tins, packed in wooden cases .....cl. 3
Girders ..... C	Goat skins, thoroughly salted or dry, in bales or bundles ....cl. 1
Girder bars ..... C	Goat skins, e.o.h.p. ....cl. 3
Glass beads .....cl. 3	Gold size .....cl. 4
Glass blocks for pavement (fitted in iron frames).....cl. 1	Golf clubs.....cl. 4
Glass blocks for pavement (not fitted in frames) .....cl. 2	Gooseberries, minimum 20 cwt. per waggon .....cl. 1
Glass, crown, rolled or sheet ..cl. 3	Gooseberries, e.o.h.p. ....cl. 2
Glass, cut, ornamental, for doors cl. 5	Grain, barley ..... C
Glass, flint, e.o.h.p. ....cl. 3	Grain, beans, e.o.h.p. .... C
Glass, ground ..... C	Grain, bran..... C
Glass, in boxes or cases, e.o.h.p. cl. 4	Grain, brank or buckweat ..... C
Glass, plate, rough .....cl. 3	Grain, dari ..... C
Glass, plate, not silvered ....cl. 3	Grain, dills ..... C
Glass, plate, silvered .....cl. 5	Grain, groats ..... C
Glass, prepared, for photo- graphers .....cl. 4	Grain, gurdgeons ..... C
Glass, potters', in cases ..... C	Grain, hominy ..... C
Glass, stained .....cl. 5	Grain, Indian corn ..... C
Glass house pots .....cl. 4	Grain, lentils ..... C
Glasses, watch .....cl. 5	Grain, linseed ..... C
Glaze, potters', in casks ..... C	Grain, locusts or charubs ..... C
Globes, moons, or shades, glass, common.....cl. 4	Grain, maize ..... C
Globes, moons, or shades, glass, e.o.h.p. ....cl. 5	Grain, malt ..... C
Globes, for educational purposes cl. 5	Grain, malt culms or cummings.. C
Gloves, cotton, woollen, or worsted, in bales, packs, or trusses ..cl. 3	Grain, meal ..... C
	Grain, middlings..... C
	Grain, millet ..... C
	Grain, oat dust ..... C

Grain, oats . . . . .	C	Groceries, mixed . . . . .cl	3
Grain, peas, dried or split . . . . .	C	Packages consigned as mixed	
Grain, pollards or thirds . . . . .	C	groceries may include any	
Grain, rice points or husks . . . . .	C	grocery articles in class 3 or	
Grain, rye . . . . .	C	any lower class, and any of	
Grain, sharps or seconds . . . . .	C	the following articles :	
Grain, shelling . . . . .	C	Cardamoms.	
Grain, shudes . . . . .	C	Citric acid.	
Grain, tares . . . . .	C	Confectionery, e.o.h.p.	
Grain, vetches . . . . .	C	Crystallised fruits, e.o.h.p.	
Grain, wheat . . . . .	C	Meat pies.	
Granite, in blocks, rough or un-		Preserved ginger.	
dressed . . . . .	B	Sausages.	
Granite, polished or dressed,		Yeast, e.o.h.p.	
in blocks or slabs exceeding		Blue, laundry, liquid, e.o.h.p.	
2 inches in thickness . . . . .cl.	1	Cinnamon.	
Granite, polished or dressed,		Cloves.	
e.o.h.p. . . . .cl.	3	Cochineal.	
Granulated iron . . . . .	C	Cordials, e.o.h.p.	
Grapes, packed in cork dust or		Extract of meat.	
sawdust, in casks . . . . .cl.	3	Indigo.	
Grates, wooden or wrought iron,		Isinglass.	
for purifying gas . . . . .cl.	1	Lard, e.o.h.p.	
Grates, ovens, ranges, or stoves,		Nutmegs.	
common or kitchen . . . . .cl.	2	Guano . . . . .	C
Grates, ovens, ranges, or stoves,		Guide plates or ramps, iron,	
polished . . . . .cl.	4	or steel . . . . .	C
Gratings (man-hole, drain, pave-		Gums, in mats, bags, casks, or	
ment, area, or floor) . . . . .	C	cases . . . . .cl.	2
Gravel . . . . .	A	Gums, e.o.h.p. . . . .cl.	3
Gravel, tarred, for paving . . . . .	B	Gun barrels, rough . . . . .cl.	3
Gravestones or tombstones . . . . .cl.	4	Gun barrels, e.o.h.p. . . . .cl.	4
Grayling (fish) . . . . .cl.	4	Gun carriages . . . . .cl.	2
Grease, in casks . . . . .cl.	1	Gun locks and gun furniture . .cl.	3
Greaves . . . . .cl.	1	Gun metal . . . . .cl.	2
Gridirons . . . . .cl.	2	Gun stocks . . . . .cl.	3
Grindery . . . . .cl.	3	Gun wads . . . . .cl.	3
Grindstones, in the rough . . . . .	C	Guns, machine, in cases . . . . .cl.	3
Grindstones, e.o.h.p. . . . .cl.	2	Guns . . . . .cl.	4
Grit, in bags (for sawing stone) . .	C	Gurdgeons (grain) . . . . .	C
Groats (grain) . . . . .	C	Gutta percha, raw . . . . .cl.	3
		Gutta percha goods . . . . .cl.	4
		Guttering or corrugating ma-	
		chines, e.o.h.p. . . . .cl.	3

Guttering or corrugating machines, not packed .....cl. 4  
 Gutters (iron and steel, roof-work) ..... C  
 Gypsum, for manure ..... B  
 Gypsum stone, in lumps, underground ..... B  
 Gypsum, e.o.h.p. .... C  
 Haberdashery .....cl. 4  
 Haddock oil, in casks or iron drums round or tapered at one end .....cl. 1  
 Hair, wet from tanneries ....cl. 1  
 Hair, raw, pressed in bales or bags .....cl. 2  
 Hair, for manufacturing purposes, e.o.h.p. ....cl. 3  
 Hair, for head dressing .....cl. 5  
 Hair cloth .....cl. 3  
 Hames .....cl. 2  
 Hammer heads, in the rough .. C  
 Hammer heads, e.o.h.p. ....cl. 3  
 Hammer scale ..... A  
 Hammers (not steam), e.o.h.p. cl. 3  
 Hand carts .....cl. 4  
 Handcuffs .....cl. 3  
 Handles, broom, mop, rake, fork, spade, shovel, hammer, and pick .....cl. 1  
 Handles, chest and saucepan..cl. 3  
 Hand mills .....cl. 4  
 Hardware—Packages containing any hardware articles (not gold, silver, or plated) set out in classes lower than cl. 3, or in that class, and any of the following articles (not gold, silver, or plated), viz.:—  
 Awl blades .....cl. 3  
 Bayonets .....cl. 3

Hardware—*continued*.

Bed keys .....cl. 3  
 Bedsteads, metallic, in strawed bundles .....cl. 3  
 Bellows, packed .....cl. 3  
 Bellows pipes .....cl. 3  
 Bells, small .....cl. 3  
 Bicycle stands, wrought iron cl. 3  
 Bit burnishers, packed ....cl. 3  
 Bits, iron or steel .....cl. 3  
 Blanks, bronze and copper, for stamping for coins .....cl. 3  
 Blow pipes .....cl. 3  
 Bolts, door .....cl. 3  
 Bottle jacks .....cl. 3  
 Boxes, safety .....cl. 3  
 Boxes or trunks, tin or sheet iron, packed in crates or cases .....cl. 3  
 Box or Italian irons .....cl. 3  
 Brands, iron or steel .....cl. 3  
 Brasswork, spun or stamped, packed .....cl. 3  
 Buckles, brass, steel, or iron cl. 3  
 Bullet moulds .....cl. 3  
 Busks, wooden, horn, or steel cl. 3  
 Buttons .....cl. 3  
 Calipers .....cl. 3  
 Candlesticks, brass or iron..cl. 3  
 Carpet bag frames .....cl. 3  
 Carriage and foot warmers..cl. 3  
 Cartridge cases, brass .....cl. 3  
 Cart steps .....cl. 3  
 Castings, brass, German silver, or nickel .....cl. 3  
 Castors, of all kinds .....cl. 3  
 Chains, curb or door .....cl. 3  
 Cinder sifters .....cl. 3  
 Clasps, book, boot, or belt..cl. 3

**Hardware—continued.**

Coach fittings, metallic,  
packed .....cl. 3  
Coach wrenches .....cl. 3  
Coal scuttles, metallic, packed  
in cases or boxes .....cl. 3  
Coffee mills, small hand....cl. 3  
Coffin furniture, metallic ..cl. 3  
Collars, dog .....cl. 3  
Copying presses .....cl. 3  
Corkscrews .....cl. 3  
Currycombs .....cl. 3  
Dies and die stocks .....cl. 3  
Dust preventers .....cl. 3  
Eyelets .....cl. 3  
Fenders, packed in crates,  
cases, or boxes .....cl. 3  
Ferrules, iron, brass, or steel..cl. 3  
Fire guards (metal).....cl. 3  
Fire irons .....cl. 3  
Fish hooks .....cl. 3  
Forks and spoons, metal....cl. 3  
Forks, toasting, iron .....cl. 3  
Gas fittings, in parts, except  
brass and copper tubing..cl. 3  
Gins, wheels, with frames for  
hoisting purposes.....cl. 3  
Grindery .....cl. 3  
Gun barrels, rough .....cl. 3  
Gun locks and gun furniture..cl. 3  
Hammer heads, packed ....cl. 3  
Hammers, not steam, e.o.h.p..cl. 3  
Handcuffs.....cl. 3  
Handles, chest and saucepan..cl. 3  
Harness fittings, metallic  
packed .....cl. 3  
Hat and umbrella stands, cast  
iron .....cl. 3  
Hay forks, in bundles.....cl. 3  
Hinges, brass .....cl. 3

**Hardware—continued.**

Hooks, boot and button, hat  
and coat, and reaping....cl. 3  
Hooks and eyes .....cl. 3  
Horse clippers, packed in casks  
or cases .....cl. 3  
Jacks, small .....cl. 3  
Japanned ware, in casks or  
cases .....cl. 3  
Kitchen fireplace stands ....cl. 3  
Knitting pins .....cl. 3  
Knives or blades for cutting  
machines .....cl. 3  
Knobs, range, iron or steel..cl. 3  
Knobs, door .....cl. 3  
Knockers, door.....cl. 3  
Ladles, not puddlers', iron..cl. 3  
Lamp burners .....cl. 3  
Lanterns, tin or iron .....cl. 3  
Latches, door .....cl. 3  
Locks and keys .....cl. 3  
Magnets .....cl. 3  
Match-boxes, japanned or en-  
amelled tin, new, empty,  
packed .....cl. 3  
Matchetts .....cl. 3  
Medals, brass or copper ....cl. 3  
Military ornaments .....cl. 3  
Mortars and pestles, iron or  
steel .....cl. 3  
Nails and rivets, brass or cop-  
per .....cl. 3  
Needles (in tin-lined cases)..cl. 3  
Nut crackers.....cl. 3  
Ornaments for saddlery, brass,  
iron, or steel.....cl. 3  
Ornaments for uniform ....cl. 3  
Pans, ash .....cl. 3  
Pans, copper, for closets....cl. 3  
Pans, dust.....cl. 3  
Pans, warming.....cl. 3

Hardware—*continued*.

Patten rings.....cl.	3
Patterns, travellers', hard- ware .....	cl. 3
Percussion cap shells .....	cl. 3
Pins, metal, in boxes .....	cl. 3
Plates, door .....	cl. 3
Plates, iron, enamelled .....	cl. 3
Pliers.....	cl. 3
Powder flasks .....	cl. 3
Pulley blocks, iron .....	cl. 3
Pulleys, iron.....	cl. 3
Pumps, hand, brass.....	cl. 3
Railway carriage keys .....	cl. 3
Refrigerators .....	cl. 3
Riddles .....	cl. 3
Saddletrees .....	cl. 3
Scales and weights, letter ..	cl. 3
Screws, brass, copper, or zinc..	cl. 3
Screws, table expanding.....	cl. 3
Scythe blades .....	cl. 3
Scythes and sickles .....	cl. 3
Shears, garden and sheep ..	cl. 3
Ships' logs, metal .....	cl. 3
Shoe horns and pegs, metal- lic .....	cl. 3
Show tablets, metal, enamel- led .....	cl. 3
Skates .....	cl. 3
Skewers, iron or steel .....	cl. 3
Snuffers, iron or steel .....	cl. 3
Spanners .....	cl. 3
Spittoons, iron .....	cl. 3
Spring balances .....	cl. 3
Springs, chair, sofa, mattress, door, or cart.....	cl. 3
Spurs.....	cl. 3
Stair rods .....	cl. 3
Steelyards.....	cl. 3
Stirrups.....	cl. 3

Hardware—*continued*.

Sugar nippers .....	cl. 3
Sweat scrapers, packed .....	cl. 3
Syringes, garden .....	cl. 3
Tacks.....	cl. 3
Taper holders, metal .....	cl. 3
Taps, brass .....	cl. 3
Terrets .....	cl. 3
Thimbles .....	cl. 3
Tinware, in casks or cases ..	cl. 3
Tips, brassed for boot heels..	cl. 3
Tobacco boxes, metal .....	cl. 3
Tools, carpenters', coopers', edge, joiners', masons', and shipwrights' .....	cl. 3
Traps, sink, brass or copper..	cl. 3
Traps, vermin .....	cl. 3
Trays, iron or steel .....	cl. 3
Trivets, iron or steel .....	cl. 3
Trouser stretchers, iron, port- able .....	cl. 3
Trowels.....	cl. 3
Tubes, brass or copper (except steam tubes), packed .....	cl. 3
Umbrella fittings .....	cl. 3
Umbrella stretchers .....	cl. 3
Valves, brass .....	cl. 3
Ventilators, small, iron or brass, for buildings, packed .....	cl. 3
Washers, brass or copper ..	cl. 3
Weights, brass.....	cl. 3
Wire, copper or brass, packed in cases, casks, or in bags..	cl. 3
Hares, dead .....	cl. 4
Haricot beans .....	cl. 1
Harness fittings, metallic packed .....	cl. 2
Harness, e.o.h.p.....	cl. 4
Harrow shafts, tube iron or tube steel .....	cl. 2
Hassocks .....	cl. 3



Hat and umbrella stands, cast iron . . . . .cl. 3	Hides, thoroughly salted or dry, in bales or bundles . . . . .cl. 1
Hat and umbrella stands, wood .cl. 5	Hides, e.o.h.p. . . . .cl. 3
Hat leathers . . . . .cl. 4	Hinges, iron or steel . . . . .cl. 2
Hats, rush, in bales, trusses, and hampers . . . . .cl. 3	Hinges, brass . . . . .cl. 3
Hats, soft felt . . . . .cl. 4	Hoes, hand . . . . .cl. 2
Hats, except soft felt and rush .cl. 5	Hoe head plates, in the rough . . C
Hawkers' packs and trusses . .cl. 4	Hollow-ware, cast iron, nested and packed . . . . .cl. 2
Hay, hydraulic or steam press packed . . . . .C	Hollow-ware, iron, including kettles, pans, maslins (pots for boiling fruit), and water cans, in casks or crates . . . . .cl. 3
Hay, machine pressed, minimum 40 cwt. per waggon . . . . .cl. 1	Hollow-ware, iron, including kettles, pans, maslins (pots for boiling fruit), and water cans, e.o.h.p. . . . .cl. 4
Hay, e.o.h.p., minimum load 30 cwt. per waggon . . . . .cl. 2	Hominy (grain) . . . . .C
Hay forks, in cases . . . . .cl. 2	Honey, in casks, or in jars packed in crates or cases . . . . .cl. 3
Hay forks, in bundles . . . . .cl. 3	Honey, e.o.h.p. . . . .cl. 4
Hay rakes, hand, in cases . . .cl. 2	Hoof and horn waste, e.o.h.p. . . C
Hay rakes, hand, e.o.h.p. . . .cl. 3	Hoofs, horns, and horn tips, buffalo, cow, goat, ox, and sheep, packed . . . . .cl. 1
Heads and staves, prepared for casks . . . . .C	Hoofs, horns, and horn tips, buffalo, cow, goat, ox, and sheep, e.o.h.p. . . . .cl. 3
Headstocks, iron or steel, for collieries . . . . .cl. 1	Hooks and eyes . . . . .cl. 3
Heater bottoms (iron or steel) . . C	Hooks, boot, button, hat, coat, reaping . . . . .cl. 3
Heel balls (shoemakers') . . .cl. 3	Hooks, ceiling . . . . .cl. 2
Helmets, metal, in cases or boxes . . . . .cl. 3	Hooks, clip, galvanised iron . .cl. 2
Helmets, felt, in cases or boxes .cl. 5	Hoop iron . . . . .C
Helves, or tilt hammers . . . . .C	Hoop steel . . . . .C
Hemp, in bales, hydraulic or steam press packed . . . . .cl. 1	Hoops, iron . . . . .C
Hemp, e.o.h.p. . . . .cl. 2	Hoops, weldless, in the rough . . C
Hemp seed . . . . .cl. 1	Hoops, wooden . . . . .cl. 2
Hemp waste . . . . .cl. 1	Hop bitters . . . . .cl. 4
Herbs, green . . . . .cl. 3	Hops . . . . .cl. 3
Herrings, thoroughly cured in brine . . . . .cl. 1	Horn blocks, in the rough, for locomotives . . . . .C
Herrings, red, thoroughly cured . . . . .cl. 1	
Herrings, sprats, in any state .cl. 2	
Hessians, jute . . . . .cl. 2	
Hide cuttings . . . . .cl. 1	

Horn piths or sloughs . . . . .	C	Ink, printers' . . . . .cl.	3
Horn waste, e.o.h.p. . . . .	C	Ink, e.o.h.p. . . . .cl.	4
Horns, with slough. . . . .cl.	1	Iron and steel, the following	
Horns. <i>See</i> Hoofs.		articles of—	
Horse clippers, packed in casks		Anchors . . . . .	C
or cases. . . . .cl.	3	Angle bars or plates . . . . .	C
Horse shoe bars, iron . . . . .	C	Anvils . . . . .	B
Horse shoes . . . . .cl.	1	Anvil blocks and cups. . . . .	C
Horses (dead) . . . . .cl.	5	Anvils, hammers, and stand-	
Hose, leather and canvas . . .cl.	4	ards for steam hammers. . . .	C
Hosiery, in bales, packs, or		Axle box guides, in the rough,	
trusses . . . . .cl.	3	for locomotives . . . . .	C
Hosiery, e.o.h.p. . . . .cl.	4	Axle boxes . . . . .cl.	1
Household linen and wearing ap-		Axle forgings, in the rough ..	C
parel (exclusive of silk goods),		Axles, in the rough. . . . .	C
e.o.h.p. . . . .cl.	4	Axles and wheels (railway car-	
Housings, chocks, standards,		riage, railway waggon, tram,	
plain bed plates, pinions,		or corve) . . . . .	C
coupling boxes, and spindles		Bar iron or steel, exceeding	
for rolling mills (iron and		one cwt. per bar, in open	
steel) . . . . .	C	trucks at request of trader. .	B
Huckabacks. . . . .cl.	3	Bar, e.o.h.p. . . . .	C
Hurdles, iron or wood, e.o.h.p. .cl.	1	Bars for tin plate making . . .	B
Hurdles, iron or steel, on		Beams . . . . .	C
wheels . . . . .cl.	3	Bearers . . . . .	C
Hydraulic machinery and		Binders . . . . .	C
presses . . . . .cl.	1	Bolts and nuts . . . . .	C
Hygeian rock building composi-		Boot protectors . . . . .	C
tion, in bags or casks. . . . .	C	Bridgework—	
Ice . . . . .cl.	2	Cantilevers . . . . .	C
Incubators, complete . . . . .cl.	4	Cross and longitudinal gir-	
India rubber goods, except shoes		ders . . . . .	C
and goloshes. . . . .cl.	3	Floor plates . . . . .	C
India rubber, raw . . . . .cl.	3	Girders, whole or in part ..	C
Indian corn . . . . .	C	Joists. . . . .	C
Indigo . . . . .cl.	5	Lattice bars . . . . .	C
Infusorial earth or diatomite. . .	C	Screw and other piles, both	
Ingot moulds . . . . .	B	hollow and solid . . . . .	C
Ink, except printers', in boxes,		Struts and ties . . . . .	C
casks, or crates. . . . .cl.	2	Bundles of bars . . . . .	C

Iron and steel—*continued*.

Buoy sinkers .....	B
Caissons .....	C
Cannon balls and shot, and shells not charged .....	B
Cart bushes .....	C
Chain cables .....	C
Chains and traces, not packed	C
Clippings, shearings, and stampings of sheet iron and tin plates, in compressed bundles .....	B
Colliery tubbing .....	C
Columns .....	C
Corrugated iron .....	C
Crowbars .....	C
Curbing, for roadways .....	C
Cylinders, not turned, drilled, planed, or slotted .....	C
Dredger buckets and bucket backs .....	cl. 1
Engine bed plates .....	C
Ferro-manganese, e.o.h.p. ....	C
Filings .....	B
Galvanised iron .....	C
Gasometer sheets .....	C
Girders .....	C
Girder bars .....	C
Granulated iron .....	C
Gratings (man-hole, drain, pavement, area, or floor) ..	C
Hammer heads, in the rough ..	C
Heater bottoms .....	C
Helves, or tilt hammers .....	C
Hoop iron .....	C
Hoop steel .....	C
Hoops, iron .....	C
Hoops, weldless, in the rough	C
Horn blocks, in the rough, for locomotives .....	C

Iron and steel—*continued*.

Housings, chocks, standards, plain bed plates, pinions, coupling boxes, and spindles, for rolling mills .....	C
Ingot moulds .....	B
Lamp posts .....	C
Malt kiln flooring (iron wire), packed in cases .....	cl. 1
Mortar mill rolls .....	C
Nail rods and sheets .....	C
Nails and spikes .....	C
Pans, annealing .....	cl. 1
Pickblocks or pickheads, in the rough .....	C
Pipes (exclusive of rain-water pipes), gas, water, air, and steam .....	C
Pipes, for blast furnaces ....	C
Plates—	
Annealing .....	C
Armour .....	C
Black, in boxes, or not packed	C
Boiler .....	C
Canada .....	cl. 1
Furnace .....	C
Glass rolling .....	cl. 1
Hoe-head, in the rough ....	C
Open sand, cast .....	B
Plough, in the rough .....	C
Railway fish .....	C
Rough flooring .....	C
Ships .....	C
Shovel .....	C
Tank .....	C
Tin .....	cl. 1
Press tops and bottoms, un- finished .....	C
Railway buffers, buffer heads, rods, and sockets .....	cl. 1

Iron and steel—*continued*.

Railway carriage and waggon work .....	C
Railway chairs .....	C
Railway points, crossings, or joints .....	C
Railway rails .....	C
Railway springs .. .cl.	1
Railway spring steel .. .cl.	1
Retorts, retort lids, and retort mouthpieces in the rough ..	C
Rings .....	cl. 1
Rivets .....	C
Rods, common .....	C
Rods (wire), rolled, not drawn	C
Rolls, turned or unturned, not polished or packed .....	C
Roofwork—	
Bed plates .....	C
Gutters .....	C
Rafters .....	C
Struts and ties or tie rods ..	C
Tun shoes for principals ..	C
Wind ties—	
Principals .....	C
Purlins .....	C
Wrought or cast iron sky bars	C
Scrap, minimum load four tons per truck .....	B
Scrap, minimum load three tons per truck .....	C
Scrap, e.o.h.p. ....cl.	1
Shafts, for driving mill wheels, unfinished .....	C
Sheet iron, not packed .....	C
Shoe tips .....	C
Sleepers .....	C
Smiths' hearths ....cl.	1
Spiegeleisen, e.o.h.p. ....	C
Standards for hurdles, packed	C
Standards for hurdles, not packed .....	cl. 1

Iron and steel—*continued*.

Strips, not packed .....	C
Swarf .....	B
Telegraph posts .....	C
Telegraph stores—	
Blackened iron (cast) ridge chairs .....	C
Galvanised and blacked earth plates, in bundles .....	C
Galvanised and blacked iron loop rods .....	C
Galvanised and blacked screw tighteners, packed .....	C
Galvanised and blacked stay rods, in bundles .....	C
Galvanised and blacked stay tighteners .....	C
Iron poles, roofs, or caps ..	C
Malleable cast-iron brackets, galvanised, packed .....	C
Tiles (roofing), painted, galvanised, or enamelled ....	C
Tinned iron in sheets, not packed .....	cl. 1
Tip iron .....	C
Tram couplings ....cl.	1
Traps, sink and stench ....cl.	1
Trawl heads .....	C
Trunnions, unfinished .....	C
Tubes and fittings for tubes (except electro-coppered or coated with brass) .....	C
Tyres and tyre bars, in the rough .....	C
Wall boxes .....	C
Wall brackets .....	C
Weights .....	C
Wire (iron), not packed or wrapped .....	C
Wire iron, rolled in rods or coils, not packed .....	C

Iron and steel—*continued*.

Wire rope, old, cut in pieces..	B	Juniper berries .....	cl. 3
Wire (steel), not packed or wrapped .....	C	Jute .....	cl. 1
Iron, hoop .....	C	Jute waste, for paper making..	cl. 1
Iron, liquor or muriate of ....	cl. 2	Kainit .....	B
Iron, nitrate of .....	cl. 2	Keel bars .....	C
Iron ore .....	A	Kelp .....	cl. 1
Iron ore refuse, for gas purifying	B	Kilting machines, in parts, packed .....	cl. 4
Iron, pig .....	B	Kilting machines, fitted up, packed .....	cl. 5
Iron, plate or sheet, annealed, cl.	1	Kips, thoroughly salted or dried, in bales or bundles .....	cl. 1
Iron pyrites, unburnt and burnt	A	Kips, e.o.h.p. ....	cl. 3
Iron, scrap, minimum load 3 tons per truck .....	C	Kitchen fire-place stands ....	cl. 3
Iron, scrap, e.o.h.p. ....	cl. 1	Kitool fibre .....	cl. 2
Iron, sheet, not packed .....	C	Knapsacks, soldiers' .....	cl. 4
Iron stone .....	A	Knife boards .....	cl. 2
Iron, tinned, in sheets, not packed .....	cl. 1	Knitting machines, in parts, packed .....	cl. 4
Iron, tip .....	C	Knitting machines, fitted up, packed .....	cl. 5
Isinglass .....	cl. 5	Knitting pins .....	cl. 3
Ivory black .....	cl. 2	Knives or blades for cutting ma- chines .....	cl. 3
Ivory waste or dust .....	cl. 2	Knobs, range, iron or steel ..	cl. 3
Ivory, e.o.h.p. ....	cl. 5	Knobs, door .....	cl. 3
Jacks, small .....	cl. 3	Knockers, door .....	cl. 3
Japanned ware, in casks or cases .....	cl. 3	Lac .....	cl. 4
Japanned ware, e.o.h.p. ....	cl. 4	Lace, British, not silk .....	cl. 4
Japan wax .....	cl. 2	Lace .....	cl. 5
Jars, earthenware or stone- ware .....	cl. 2	Laces, boot or stay, cotton or leather .....	cl. 3
Jet .....	cl. 5	Laces, boot or stay, e.o.h.p. ..	cl. 4
Jews' harps .....	cl. 3	Ladders, iron .....	cl. 1
Joiners' work (common wood), beadings and mouldings (not gilt, lacquered, or varnished), doors and door frames, fittings and fixtures for buildings, stair- cases, ballusters, and handrails, window sashes and frames, and shutters .....	cl. 3	Ladders, wooden .....	cl. 2
		Ladles, puddlers' .....	cl. 1
		Ladles (not puddlers'), iron ..	cl. 3
		Laminated lead .....	cl. 2
		Lamp black .....	cl. 3
		Lamp burners .....	cl. 3
		Lamp, chimney (glass) .....	cl. 3

Lamp frames (street) . . . . .cl. 3	Leather, e.o.h.p. . . . .cl. 3
Lamp-posts, iron and steel . . . . C	Leather leggings . . . . .cl. 4
Lamp reflectors . . . . .cl. 3	Lemon peel and citron peel . .cl. 1
Lamp-wick . . . . .cl. 3	Lemon and lime juice, in cases or casks . . . . .cl. 2
Lamps, paraffin, in parts (except china or earthenware), packed in casks and cases . . . . .cl. 3	Lemon and lime juice, e.o.h.p. .cl. 3
Lamps . . . . .cl. 4	Lemons . . . . .cl. 2
Lanterns, tin or iron . . . . .cl. 3	Lentils . . . . .C
Lard oil, in casks or iron drums, round or tapered at one end cl. 1	Life buoys . . . . .cl. 3
Lard, in casks, boxes, tins, or tubs with lids . . . . .cl. 2	Lime, in bulk . . . . .B
Lard, in bladders, in crocks, in wood, or in tubs or tins with- out lids . . . . .cl. 3	Lime, e.o.h.p. . . . .C
Lard, e.o.h.p. . . . .cl. 5	Limestone, in bulk . . . . .A
Lasts, iron . . . . .cl. 1	Limestone, polished or dressed .cl. 3
Lasts, wooden . . . . .cl. 2	Lime salt . . . . .C
Latches, door . . . . .cl. 3	Lime water, in casks . . . . .cl. 1
Lathe beds . . . . .cl. 1	Lime water, e.o.h.p. . . . .cl. 3
Lavatory stands and basins, earthenware, complete, ena- melled . . . . .cl. 3	Lime, waste, sulphate of . . . . .A
Lawn mowers, packed . . . . .cl. 3	Lincrusta and anaglypta decora- tive wall papers . . . . .cl. 3
Lawn mowers, not packed . . . .cl. 4	Linen cloth, packed . . . . .cl. 3
Lawn tennis implements . . . .cl. 4	Linen, grey, unbleached . . . .cl. 2
Lead ashes, in bulk . . . . .B	Linen, waste, for paper making, hydraulic or steam press packed C
Lead ashes, in bags . . . . .cl. 1	Linen, waste, for paper making .cl. 1
Lead, laminated . . . . .cl. 2	Linen, waste, e.o.h.p. . . . .cl. 2
Lead, nitrate of . . . . .cl. 1	Linen yarn, press packed in bundles or bales . . . . .cl. 2
Lead ore . . . . .C	Linen yarn, or grey linen, e.o.h.p. . . . .cl. 3
Lead, old or scrap . . . . .cl. 1	Linseed (grain) . . . . .C
Lead pencils . . . . .cl. 3	Linseed oil, in casks or iron drums, round or tapered at one end . . . . .cl. 1
Lead piping, in cases or casks .cl. 1	Lint . . . . .cl. 4
Lead piping, e.o.h.p. . . . .cl. 2	Liquorice . . . . .cl. 3
Lead, rod . . . . .cl. 1	Litharge . . . . .cl. 1
Lead, sheet . . . . .cl. 1	Lithographic stones . . . . .cl. 4
Leather cuttings or parings, waste . . . . .cl. 1	Litter (moss or peat), hydraulic or steam press packed . . . . .B
Leather, undressed, except in cases or crates . . . . .cl. 2	Loam . . . . .B
	Lobsters (fresh fish) . . . . .cl. 4

Locks and keys .....cl. 3	Malt, extract of .....cl. 4
Locomotive engines and tenders, loaded in railway companies' waggon .....cl. 2	Malt, kiln, flouring (iron wire), packed in cases .....cl. 1
Locusts or charubs ..... C	Manganate of soda, crude, in casks ..... C
Logwood ..... C	Manganese ore ..... B
Logwood liquor .....cl. 2	Manganiferous iron ore, for iron making ..... A
Looking glass frames (common), wood (not gilded, or Dutch metalled)* .....cl. 3	Mangel-wurzel, in bulk, for feed- ing cattle ..... B
Looking glass frames, e.o.h.p...cl. 5	Mangel-wurzel, e.o.h.p..... C
Looking glasses and mirrors, glass .....cl. 5	Manure, street, stable, farm- yard, in bulk ..... A
Looms, not packed .....cl. 4	Manure, other than street, stable, farmyard, in bulk ..... B
Lubricating mineral oil, in casks or iron drums, round or tapered at one end .....cl. 1	Manure, e.o.h.p..... C
Luggage or baggage, personal.cl. 4	Maps, in boxes or cases .....cl. 4
Lustres and vases, glass .....cl. 5	Maps, e.o.h.p. ....cl. 5
Maccaroni .....cl. 3	Marble, in blocks, rough ..... C
Machinery, in parts, in cases, e.o.h.p.....cl. 2	Marble, packed and in slabs, cemented together .....cl. 3
Machinery, in parts, not packed, e.o.h.p. ....cl. 4	Marble chips, for pavement, in sacks ..... C
Machines, fitted up, packed, e.o.h.p.....cl. 3	Marble, chip, pavement.....cl. 1
Machines, fitted up, not packed, e.o.h.p.....cl. 4	Marbles, children's.....cl. 2
Madders .....cl. 2	Margarine, in casks, firkins, or boxes, or in tubs with wooden lids .....cl. 2
Magnesia .....cl. 3	Margarine, in crocks, in wood, or in crocks when packed with straw, in baskets.....cl. 3
Magnesia, rough, oxide of, in cases or casks ..... C	Margarine, in baskets, flats, or hampers, or in tubs without lids .....cl. 4
Magnesium metal .....cl. 5	Margarine, in crocks, e.o.h.p...cl. 5
Magnesium, chloride of, in casks. C	Marquees or tents .....cl. 3
Magnets .....cl. 3	Mastic .....cl. 3
Maize ..... C	Match-boxes, japanned or ena- melled, tin, new, empty, packed .....cl. 3
Malleable iron castings .....cl. 1	Match-boxes, empty, e.o.h.p...cl. 5
Malt ..... C	Matchetts .....cl. 3
Malt crushers .....cl. 4	
Malt culms or cumming..... C	

\* In the schedules of G. E. Ry., G. N. Ry., G. W. Ry., L. & N. W. Ry., L. & S. W. Ry., L. B. & S. C. Ry., L. C. & D. Ry., Mid. Ry., and S. E. Ry. The words "not gilded" only are in brackets

Mats and matting, e.o.h.p.....cl. 3	Millstones in the rough ..... C
Mats, skin .....cl. 4	Millstones, finished .....cl. 2
Mattresses .....cl. 4	Mincing machines .....cl. 4
Meal ..... C	Mineral and aerated waters, in cases and casks .....cl. 1
Meat, fresh .....cl. 4	Mineral and aerated waters, e.o.h.p. ....cl. 2
Meat pies .....cl. 4	Mineral, white..... C
Meat safes .....cl. 4	Models, clay .....cl. 5
Megass, hydraulic or steam press packed ..... C	Molasses .....cl. 1
Megass, machine pressed ....cl. 1	Moluscorium .....cl. 2
Megass (not hydraulic or steam press packed, or machine pressed), in full truck loads or in consignments of 20 cwt..cl. 3	Mops .....cl. 3
Megass, e.o.h.p. ....cl. 4	Mordant liquors, including alum liquor, dunging liquor, and red liquor .....cl. 2
Menhadden oil, in casks or iron drums, round or tapered at one end.....cl. 1	Morphia, in bottles or hampers..cl. 5
Merinoes, in bales, packs, or trusses .....cl. 3	Mortar mill rolls ..... C
Mexican fibre, hydraulic or steam press packed ..... C	Mortar mills .....cl. 1
Mexican fibre, machine pressed..cl. 1	Mortars and pestles, iron or steel .....cl. 3
Mexican fibre (not hydraulic or steam press packed or machine pressed), in full truck loads or in consignments of 20 cwt...cl. 3	Mortars and pestles, marble ..cl. 3
Mexican fibre, e.o.h.p. ....cl. 4	Moss, packed .....cl. 3
Mica .....cl. 3	Moss, e.o.h.p. ....cl. 5
Middlings ..... C	Moulders, black or dust..... C
Military ornaments, except gold, silver, or plated .....cl. 3	Mungo .....cl. 2
Military ornaments, e.o.h.p. ..cl. 5	Muriate of ammonia .....cl. 1
Milk* .....cl. 3	Muriate of manganese ..... C
Milk cans and pans .....cl. 3	Muriate of potash ..... C
Millboard .....cl. 1	Mushroom pulp .....cl. 2
Millboard rollers for winding paper in cases .....cl. 3	Mushroom spawn.....cl. 2
Millet ..... C	Mushrooms .....cl. 4
Millinery .....cl. 5	Musical instruments.....cl. 5
	Muslin, book, if packed in bales, packs, or trusses .....cl. 3
	Muslin, book, e.o.h.p.....cl. 4
	Muslins .....cl. 5
	Mustard in casks, cases, boxes, or bags .....cl. 2
	Mustard, e.o.h.p.....cl. 3
	Mustard seed .....cl. 1
	Myrabolams ..... C

\* For milk by passenger trains, see  
p. 211.



Nail (iron) cutting machines . . . cl. 1	Oils, not dangerous, in casks or iron drums, round or tapered at one end, as follows :—
Nail rods and sheets . . . . . C	Carbolineum avenarius . . . .
Nails and spikes (iron or steel) . . C	Castor . . . . . }
Nails and rivets, brass or copper cl. 3	Cocanut . . . . . }
Nails, zinc . . . . . cl. 2	Cod . . . . . }
Nectarines (ripe fruit, not hot-house) . . . . . cl. 3	Cod liver . . . . . }
Needles, in tin-lined cases . . . cl. 3	Colza . . . . . }
Needles, e.o.h.p. . . . . cl. 4	Cotton seed . . . . . }
Netting, old, for paper making . . C	Earth nut or ground nut . . }
Netting of iron wire . . . . . cl. 2	Haddock . . . . . }
Netting, cotton and twine . . . cl. 3	Herring . . . . . }
Nickel . . . . . cl. 3	Lard . . . . . }
Nickel ore . . . . . cl. 2	Linseed . . . . . }
Niger oil, in casks or iron drums, round or tapered at one end cl. 1	Lubricating mineral . . . . . }
Night soil . . . . . A	Menhadden . . . . . }
Nitrate of baryta . . . . . cl. 3	Niger . . . . . }
Nitrate of copper in casks . . . cl. 2	Oleic . . . . . }
Nitrate of copper in jars or stone bottles, covered with wicker basket work . . . . . cl. 5	Oleine or tallow . . . . . }
Nitrate of iron . . . . . cl. 2	Palm . . . . . }
Nitrate of lead . . . . . cl. 1	Palm nut . . . . . }
Nitrate of soda . . . . . C	Pine . . . . . }
Nitrate of silver . . . . . cl. 5	Rape seed . . . . . }
Nitre cake . . . . . C	Rosin . . . . . }
Nut crackers, except gold, silver, or plated . . . . . cl. 3	Seal . . . . . }
Nut crackers, e.o.h.p. . . . . cl. 5	Shale, crude . . . . . }
Nutmegs . . . . . cl. 5	Soap . . . . . }
Nuts, e.o.h.p. . . . . cl. 2	Sod . . . . . }
Oakum . . . . . cl. 2	Sperm . . . . . }
Oars . . . . . cl. 3	Tar, mineral . . . . . }
Oat dust . . . . . C	Train . . . . . }
Oats . . . . . C	Whale . . . . . }
Ochre . . . . . C	Wool or cloth . . . . . }
Oil-cake . . . . . C	Oils, not dangerous, in casks or iron drums, round or tapered at one end, e.o.h.p. . . . . cl. 2
Oilcloth . . . . . cl. 3	Oils, not dangerous, e.o.h.p. . . cl. 3
Oilcloth cuttings, for paper making . . . . . cl. 1	Old sails and old tarpaulins, for paper making . . . . . C
	Old or scrap lead . . . . . cl. 1

cl. 1.

Oleic acid, in casks . . . . .cl. 3	Palmetto leaf, e.o.h.p. . . . .cl. 4
Oleic acid, e.o.h.p. . . . .cl. 4	Palm leaves . . . . .cl. 2
Oleic oil, in casks or iron drums, round or tapered at one end . .cl. 1	Palm oil, in casks or iron drums, round or tapered at one end . .cl. 1
Oleine or tallow oil, in casks or iron drums, round or tapered at one end . . . . .cl. 1	Palm nut oil, in casks or iron drums, round or tapered at one end . . . . .cl. 1
Onions . . . . .cl. 1	Panoramas and theatrical scenery . . . . .cl. 4
Optical instruments . . . . .cl. 5	Pans, ash . . . . .cl. 3
Orange-peel . . . . .cl. 1	Pans, annealing (iron or steel) .cl. 1
Oranges . . . . .cl. 2	Pans, chemical or dye, iron or steel . . . . .cl. 3
Orchilla weed . . . . .cl. 2	Pans, copper, for closets . . . .cl. 3
Organs and organ-work . . . .cl. 5	Pans, copper . . . . .cl. 4
Ornaments for saddlery, brass, iron, or steel . . . . .cl. 3	Pans, dust . . . . .cl. 3
Ornaments for uniform, except gold or silver plated . . . .cl. 3	Pans, earthenware or iron, for sanitary purposes . . . . .cl. 3
Ornaments for uniform, e.o.h.p. cl. 5	Pans, warming . . . . .cl. 3
Osiers, twigs, and willows, green and wet . . . . .cl. 1	Paper, for news printing, pack- ing, or wrapping . . . . .cl. 1
Osiers, twigs, and willows, white or stained . . . . .cl. 3	Paper, in rolls, for printing paper hangings . . . . .cl. 1
Osnaburgs . . . . .cl. 3	Paper collars, cuffs, and shirt fronts . . . . .cl. 3
Overmantels, cast-iron, with mirrors . . . . .	Paper, emery, sand, and to- bacco . . . . .cl. 2
Oxalic acid . . . . .cl. 3	Paper, gummed for labels . . .cl. 3
Oxide of iron . . . . .C	Paper hangings, common, in bales . . . . .cl. 2
Oysters . . . . .cl. 4	Paper hangings, e.o.h.p. . . .cl. 3
Paints, in casks or iron drums, or in tins, packed in cases . . .cl. 2	Paper tubes, for caps . . . . .cl. 3
Paints, in cans, hampers, boxes, or iron bottles . . . . .cl. 3	Paper, e.o.h.p. . . . .cl. 3
Paints, in jars . . . . .cl. 5	Papier maché goods . . . . .cl. 5
Palisades, iron . . . . .cl. 2	Paraffin and petroleum oils, in owner's tank waggons, not giving off inflammable vapour under 73° Fahrenheit when tested in the manner set forth in the Petroleum Act, 1879 . .cl. 2
Palliasses, straw . . . . .cl. 3	Paraffin scale . . . . .cl. 1
Palmetto leaf, hydraulic or steam press packed . . . . .C	Paraffin wax . . . . .cl. 1
Palmetto leaf, machine pressed .cl. 1	
Palmetto leaf (not hydraulic or steam press packed, or machine pressed), in full truck loads, or in consignments of 20 cwt. . .cl. 3	

Parchment . . . . .	cl. 5	Pewter . . . . .	cl. 2
Parian, in casks or crates . . .	cl. 2	Phosphorus paste (vermin killer), packed . . . . .	cl. 5
Parian, in hampers . . . . .	cl. 3	Photographic apparatus . . . . .	cl. 5
Parian, in boxes or cases . . .	cl. 4	Piassava, hydraulic steam or press packed . . . . .	cl. 1
Parsnips . . . . .	C	Piassava, e.o.h.p., minimum 20 cwt. per waggon . . . . .	cl. 2
Pasteboard . . . . .	cl. 1	Piassava, e.o.h.p. . . . .	cl. 3
Patten rings . . . . .	cl. 3	Pickaxes . . . . .	cl. 2
Pattens, in casks, cases, or boxes . . . . .	cl. 3	Pick blocks or pick heads, in the rough (iron or steel) . . . . .	C
Pattens, e.o.h.p. . . . .	cl. 4	Pick blocks or pick heads, iron or steel, e.o.h.p. . . . .	cl. 1
Patterns, travellers', hardware	cl. 3	Picker bends . . . . .	cl. 2
Patterns, wood, for castings .	cl. 4	Pickles, in boxes, cases, or casks . . . . .	cl. 2
Peaches (ripe fruit, not hot- house) . . . . .	cl. 3	Pickles, e.o.h.p. . . . .	cl. 3
Pearl hardening for paper- making . . . . .	C	Picture frames, common, wood (not gilded)* or Dutch met- alled . . . . .	cl. 3
Pearl shells . . . . .	cl. 3	Picture frames, e.o.h.p. . . . .	cl. 5
Pears, minimum 20 cwt. per waggon . . . . .	cl. 1	Pictures . . . . .	cl. 5
Pears, e.o.h.p. . . . .	cl. 2	Pig iron . . . . .	B
Peas, dried or split . . . . .	C	Pig lead . . . . .	C
Peat . . . . .	B	Pigs, dead, in carcase, not packed or wrapped, carried in open waggon at trader's request .	cl. 1
Pelts, wet, from tanners, in casks or bags . . . . .	C	Pimento . . . . .	cl. 2
Pelts, wet, from tanners, not packed . . . . .	cl. 1	Pine apples, not hot house, packed . . . . .	cl. 4
Pelts, e.o.h.p. . . . .	cl. 2	Pine apples, e.o.h.p. . . . .	cl. 5
Penholders, wood or metal, ex- cept gold or silver plated .	cl. 3	Pine oil, in casks or iron drums, round or tapered at one end .	cl. 1
Penholders, e.o.h.p. . . . .	cl. 5	Pins, iron or steel . . . . .	C
Pens, steel . . . . .	cl. 4	Pins, metal . . . . .	cl. 3
Pepper . . . . .	cl. 3	Pipe clay . . . . .	C
Perambulators, complete or in parts . . . . .	cl. 5	Pipes, air, for ventilators . . .	cl. 1
Percussion cap shells . . . . .	cl. 3	Pipes, brass or copper . . . . .	cl. 4
Percussion caps, uncharged .	cl. 3	Pipes, draining, common, for agri- cultural draining . . . . .	B
Perforating and paper-cutting machines . . . . .	cl. 4		
Perfumery . . . . .	cl. 5		
Petroleum grease or petroleum jelly . . . . .	cl. 3		

\* The brackets are so.

Pipes (iron or steel, exclusive of rain water pipes), gas, water, air, and steam . . . . .	C	Plates, iron or steel— <i>continued</i> .	
Pipes (iron or steel) for blast furnaces . . . . .	C	Ships . . . . .	C
Pipes, rain water, for spoutings and their connections, cast iron . . . . .	cl. 2	Shovel . . . . .	C
Pipes, smoking . . . . .	cl. 4	Tank . . . . .	C
Pistols . . . . .	cl. 4	Canada . . . . .	cl. 1
Piston rods, steel . . . . .	cl. 2	For glass rolling . . . . .	cl. 1
Pit cages . . . . .	cl. 1	Tin . . . . .	cl. 1
Pitch, coal tar, in blocks . . . . .	B	Platinum . . . . .	cl. 5
Pitch, e.o.h.p. . . . .	C	Pliers . . . . .	cl. 3
Pitwood, for mining purposes . .	C	Plough arm and share moulds and moulding, iron or steel .	cl. 1
Plaiting machines, in parts, packed . . . . .	cl. 4	Plough bodies, breasts, colters, side caps, frames, or rests, iron or steel . . . . .	cl. 1
Plaiting machines, fitted up, packed . . . . .	cl. 5	Plough plates, in the rough (iron or steel) . . . . .	C
Plants, e.o.h.p. . . . .	cl. 3	Plough plates, finished, iron or steel . . . . .	cl. 1
Plants and shrubs (garden) in baskets, mats, pots, or tubs .	cl. 5	Plough shafts, tube iron or tube steel . . . . .	cl. 2
Plaster . . . . .	C	Plough shares, iron or steel, in the rough . . . . .	C
Plaster slabs, fibrous . . . . .	cl. 1	Plough shares, finished, iron or steel . . . . .	cl. 1
Plaster stone, in lumps, unground	B	Plough slades and wheels, iron or steel . . . . .	cl. 1
Plate or sheet iron, annealed .	cl. 1	Plumbago . . . . .	cl. 2
Plated goods . . . . .	cl. 4	Plumbago ore . . . . .	C
Plates, door . . . . .	cl. 3	Plums, dried, in fancy boxes .	cl. 4
Plates, iron, enamelled . . . . .	cl. 3	Plush silk . . . . .	cl. 5
Plates, iron or steel—		Polishing paste . . . . .	cl. 2
Open, sand cast . . . . .	B	Pollards or thirds (grain) . . . .	C
Annealing . . . . .	C	Porcelain . . . . .	cl. 4
Armour . . . . .	C	Pork in brine . . . . .	cl. 2
Black, in boxes or not packed	C	Portmanteaus . . . . .	cl. 5
Boiler . . . . .	C	Posts, iron or steel, for wire fencing . . . . .	C
Furnace . . . . .	C	Potatoes in bulk or in sacks . . .	C
Hoe head, in the rough . . . . .	C	Pots, iron, for melting iron . . .	C
Plough, in the rough . . . . .	C	Potsherds . . . . .	B
Railway fish . . . . .	C	Poultry, dead . . . . .	cl. 4
Rough flooring . . . . .	C		

Poultry, alive . . . . .cl. 5	Quicksilver . . . . .cl. 5
Poultry pens, wire, folded . . .cl. 2	Quills . . . . .cl. 5
Prawns (fresh fish) . . . . .cl. 4	Rabbit fur or hatters' wool . .cl. 3
Powder flasks . . . . .cl. 3	Rabbits, dead . . . . .cl. 4
Preserved ginger . . . . .cl. 4	Raffia . . . . .cl. 3
Preserves (fish, fruit, meat, and provisions), in casks, boxes, or cases . . . . .cl. 2	Rafters (iron or steel) . . . . .C
Preserves (fish, fruit, meat, and provisions), e.o.h.p., in crates or baskets . . . . .cl. 3	Rags, not oily, hydraulic or steam press packed . . . . .C
Preserves (fish, fruit, meat, and provisions), e.o.h.p. . . . .cl. 4	Rags, not oily . . . . .cl. 1
Press tops and buttons, unfinished C	Rags, pulled . . . . .cl. 2
Principals (wind ties) . . . . .C	Railway buffers, buffer heads, rods, and sockets (iron or steel) . . . . .cl. 1
Printed matter, not bound . . .cl. 2	Railway cards and tickets . . .cl. 3
Provender, green . . . . .cl. 1	Railway carriage and waggon work (iron and steel) . . . . .C
Provender, horse or cattle, hydraulic or steam press packed cl. 1	Railway carriage keys . . . . .cl. 3
Provender, horse or cattle, e.o.h.p. . . . .cl. 2	Railway chairs (iron and steel) . .C
Prunes in casks or mats . . . .cl. 2	Railway cotters . . . . .C
Puddled bar, iron . . . . .B	Railway fish plates (iron or steel) . . . . .C
Pulley blocks, wood or iron . .cl. 3	Railway keys, wooden . . . . .C
Pulleys, iron . . . . .cl. 3	Railway points, crossings, or joints (iron or steel) . . . . .C
Pumice stone . . . . .cl. 1	Railway rails (iron or steel) . . .C
Pumping machines . . . . .cl. 1	Railway springs . . . . .cl. 1
Pumps (except hand pumps, brass) and pump castings, e.o.h.p. . .cl. 1	Railway springs, steel . . . . .cl. 1
Pumps and pump castings, in cases . . . . .cl. 2	Railway waggon bodies . . . . .cl. 2
Pumps and pump castings, e.o.h.p. . . . .cl. 3	Railway waggon bodies, fitted together . . . . .cl. 2
Pumps, hand, brass . . . . .cl. 3	Railway waggon brasses . . .cl. 2
Punching bears . . . . .cl. 1	Railway waggons and other railway vehicles loaded in other waggons . . . . .C
Purple ore . . . . .A	Rain-water pipes for spoutings and their connexions, cast iron . . . . .cl. 2
Putty, e.o.h.p. . . . .cl. 1	Raisins . . . . .cl. 2
Pyrites, e.o.h.p. . . . .C	Rape seed oil, in casks or iron drums, round or tapered at one end . . . . .cl. 1
Pyrites, iron, unburnt and burnt A	
Quarls . . . . .B	
Quicks, e.o.h.p. . . . .cl. 3	

Raspberries (ripe, not hot-house) .....cl. 3	Rods, common (iron and steel) .. C
Raspberries, in tubs for jam ..cl. 2	Rods (wire), rolled, not drawn .. C
Razor strops .....cl. 4	Rollers, brass or copper .....cl. 5
Red lead .....cl. 1	Rollers, garden or hand .....cl. 1
Red mullet (fresh fish) .....cl. 4	Rollers, type printers' .....cl. 4
Reeds and rushes .....cl. 4	Rolls (iron or steel), turned or unturned, not polished or packed ..... C
Reed webbing, for ceilings ..cl. 2	Rolls, iron, e.o.h.p. ....cl. 2
Reels, for garden hose .....cl. 3	Roofwork (iron and steel)—
Reflectors, glass, with metal backs .....cl. 4	Bed plates ..... C
Refrigerators .....cl. 3	Gutters ..... C
Rennet .....cl. 3	Rafters ..... C
Retorts, clay .....cl. 1	Struts and ties, or tie rods.... C
Retorts, firebrick .....cl. 1	Tun shoes for principals..... C
Retorts, glass .....cl. 5	Wind-ties— ..... C
Retorts, retort lids, and retort mouth pieces, in the rough (iron and steel) ..... C	Principals..... C
Revalenta arabica .....cl. 2	Purlins ..... C
Rhubarb, and rhubarb roots ..cl. 2	Wrought or cast iron sky bars . C
Ribbons .....cl. 5	Ropes .....cl. 2
Rice ..... C	Ropes, old, for paper making .. C
Rice points or husks ..... C	Ropes, wire .....cl. 2
Rick poles and covers .....cl. 3	Rosin .....cl. 1
Riddles .....cl. 3	Rosin oil, in casks or iron drums round or tapered at one end.cl. 1
Ridges, cement or stone, for roofing..... C	Rotten stone.....cl. 1
Ridges, slate ..... C	Rugs, hearth, except skin ....cl. 3
Rifles.....cl. 4	Rye ..... C
Rings (iron and steel).....cl. 1	Saccharine, in casks, bags, pails, cans .....cl. 1
Rivets, iron and steel ..... C	Sacks.....cl. 2
Rivets, brass or copper .....cl. 3	Sad irons, packed .....cl. 1
Riveting machines .....cl. 1	Sad irons, e.o.h.p. ....cl. 2
Rizine .....cl. 2	Saddlery or harness, in tin-lined cases or casks .....cl. 3
Road scraping and road sweeping machines .....cl. 3	Saddlery, e.o.h.p.....cl. 4
Rock crystal .....cl. 3	Saddle trees .....cl. 4
Rock salt ..... B	Safes, iron or steel .....cl. 2
Rocking horses .....cl. 5	Sago .....cl. 2
Rod lead .....cl. 1	Sago flour..... C

Salammoniac.....cl. 1	Scrows, wet from tanners, in casks ..... C
Salmon (fresh).....cl. 4	Scrows, dry, in casks or bags..cl. 1
Salt, in bulk ..... B	Scrows, wet from tanners, not packed .....cl. 1
Salt, packed..... C	Scrows, e.o.h.p. ....cl. 2
Salt, cake ..... C	Scythe blades .....cl. 3
Salt, rock ..... B	Scythe sneds or handles .....cl. 3
Saltpetre .....cl. 1	Scythes and sickles .....cl. 3
Sand ..... A	Sealing wax .....cl. 3
Sand, glass and silver ..... C	Seal oil, in casks or iron drums round or tapered at one end cl. 1
Sanitary tubes ..... C	Seal pipes or valves, iron or steel cl. 1
Sauces, in boxes, cases, or casks cl. 2	Seal skins, wet and salted ....cl. 2
Sauces, e.o.h.p. ....cl. 3	Seal skins, e.o.h.p. ....cl. 4
Sausages and saveloys .....cl. 4	Seal skins, made into articles of wearing apparel .....cl. 5
Sawbench machines, portable, packed .....cl. 3	Seaweed, dry, or alga marina..cl. 2
Sawbench machines, portable, not packed .....cl. 4	Seaweed, edible .....cl. 3
Sawdust ..... C	Seeds, agricultural, e.o.h.p. ..cl. 2
Sawing machines, for sawing iron .....cl. 1	Seeds, for crushing, for oil..... C
Scale beams and scales .....cl. 3	Seeds, e.o.h.p. ....cl. 4
Scales and weights, letter ....cl. 3	Semolina .....cl. 2
Scoops, iron .....cl. 2	Serpentine, manufactured, packed .....cl. 5
Scoops, wood .....cl. 3	Sewing machines, in parts, packed .....cl. 3
Scouring rock ..... C	Sewing machines, fitted up, packed .....cl. 5
Scrap iron and steel, minimum load four tons per truck..... B	Sewing machine stands, in parts, packed in cases or frames ..cl. 3
Scrap iron and steel, minimum load three tons per truck .... C	Sewing machine stands, e.o.h.p. cl. 4
Scrap iron, e.o.h.p. ....cl. 1	Shafts, cart .....cl. 3
Scrap tin .....cl. 1	Shafts, for driving mill-wheels, unfinished (iron and steel).... C
Scrap zinc.....cl. 2	Shafts, for driving mill-wheels (wrought iron), finished ....cl. 1
Screw jacks, iron.....cl. 1	Shafts, gig, carriage, or dog cart, not painted or varnished....cl. 3
Screw jacks, except iron.....cl. 3	Shafts, gig, carriage, or dog cart, not painted or varnished, e.o.h.p. ....cl. 4
Screw propeller blades ..... C	
Screw propellers .....cl. 2	
Screws, brass, copper, or zinc..cl. 3	
Screws, table expanding.....cl. 3	
Scrolls, iron (for fixing springs to carts and carriages).....cl. 2	

Shafts of screw propellers or paddle wheels, iron or steel ..	C	Shoes and boots, including as above, in hampers (white rod) .....	cl. 4
Shakings from cotton mills, for paper making .....	C	Shoes and boots, including as above, e.o.h.p. ....	cl. 5
Shale oil, crude, in casks or iron drums round or tapered at one end.....	cl. 1	Shot belts .....	cl. 3
Sharps or seconds (grain) .....	C	Shot lead in bags, packed in cases .....	cl. 1
Shavings, wood .....	cl. 3	Shot lead, e.o.h.p. ....	cl. 2
Shears, garden and sheep ....	cl. 3	Shovel plates, iron or steel, finished .....	cl. 1
Sheep dipping powder .....	cl. 1	Show cards (cardboard), unframed .....	cl. 3
Sheep racks .....	cl. 4	Show cards, e.o.h.p. ....	cl. 4
Sheep skins, in casks and thoroughly salted or dry, in bales or bundles.....	cl. 1	Show cases, for shops, glass, and woodwork .....	cl. 5
Sheep skins, e.o.h.p. ....	cl. 3	Show tablets, metal, enamelled.	cl. 3
Sheep wash .....	cl. 1	Shrubs and trees, e.o.h.p. ....	cl. 4
Sheet iron, not packed .....	C	Shudes (grain).....	C
Sheet lead.....	cl. 1	Shumac.....	C
Sheet steel.....	cl. 3	Shumac liquor .....	cl. 2
Sheets, wool, new .....	cl. 2	Shutters, revolving wooden ..	cl. 3
Shellac .....	cl. 3	Shuttles, weavers' .....	cl. 3
Shelling (grain) .....	C	Signal posts (railway) and materials belonging thereto....	cl. 2
Shells.....	cl. 3	Silicate cotton or slag wool, in casks or bags .....	cl. 1
Ships' blocks .....	cl. 3	Silicate cotton or slag wool, e.o.h.p. ....	cl. 2
Ships' logs, metal .....	cl. 3	Silicate of soda .....	C
Ships' masts .....	cl. 2	Silk .....	cl. 5
Ships' plates (iron and steel)....	C	Silver, nitrate of .....	cl. 5
Ships' sails, finished .....	cl. 3	Silver ore .....	cl. 3
Ships' stern or rudder frames..	cl. 1	Silver precipitate .....	cl. 5
Ships' ventilators.....	cl. 2	Sinks, cast iron, not enamelled.	cl. 2
Shirts, cotton, woollen, and linen, in bales, packs, trusses, and hampers .....	cl. 3	Sinks, enamelled .....	cl. 3
Shirts, e.o.h.p. ....	cl. 4	Sink traps, earthenware or fire clay .....	cl. 1
Shoddy .....	cl. 2	Size, in cases or casks .....	cl. 1
Shoe horns and pegs .....	cl. 3	Size, e.o.h.p.....	cl. 2
Shoe tips (iron and steel) .....	C	Skates .....	cl. 3
Shoemakers' wax.....	cl. 2	Skewers, iron or steel .....	cl. 3
Shoes and boots, including goloshes and leather cut into sole shapes, in casks, cases, or boxes	cl. 3		



Skid pans, or waggon slippers, iron .....cl. 1	Soda, bichromate of, in casks...cl. 1
Skimmings, flux, lead, tin, or zinc ..... B	Soda, bichromate of, e.o.h.p....cl. 3
Skins, fine, including deer, fox, kid, musquash, and nutria...cl. 4	Soda, chlorate of, packed in hampers or casks.....cl. 2
Skins, hare and rabbit .....cl. 3	Soda, silicate of ..... C
Slabs. <i>See</i> Slate Slabs.	Soda, sulphate of..... C
Slack..... A	Soda, stannite of .....cl. 2
Slag or scoria, blast furnace.... A	Solder .....cl. 1
Slag, glass, refuse from glass works ..... C	Sole bars, wooden ..... C
Slate beds of billiard tables, packed in cases .....cl. 3	Sole plates, iron or steel, for steam hammers ..... C
Slate, ground, for cement ..... C	Soles (fresh fish) .....cl. 4
Slate pencils.....cl. 2	Soot ..... C
Slate slabs, in the rough, or roughly squared or planed, not packed ..... B	Spades and shovels, iron or steel .....cl. 2
Slate slabs, not polished or enamelled, in cases .....cl. 1	Spades and shovels, wooden...cl. 4
Slate slabs, e.o.h.p.....cl. 3	Spade trees .....cl. 1
Slates, common ..... B	Spanners .....cl. 3
Slates, writing .....cl. 2	Spar, in the rough, in bulk .... B
Sleepers, iron and steel ..... C	Spar, ground ..... C
Slummage ..... C	Spelter, in plates or ingots..... C
Smelts, fresh (fish) .....cl. 4	Spelter sheets, in casks or cases .....cl. 1
Smiths' hearths (iron and steel).cl. 1	Spelter sheets, e.o.h.p. ....cl. 2
Snuff .....cl. 4	Spermaceti .....cl. 4
Snuffers (iron or steel) .....cl. 3	Sperm oil, in casks or iron drums round or tapered at one end.cl. 1
Soap .....cl. 1	Spetches, wet from tanners, in casks ..... C
Soap oil, in casks or iron drums round or tapered at one end.cl. 1	Spetches, wet from tanners, not packed .....cl. 1
Soap, stone ..... C	Spetches, dry, in casks or bags cl. 1
Sod oil, in casks or iron drums round or tapered at one end.cl. 1	Spetches, e.o.h.p. ....cl. 2
Soda ..... C	Spiegeleisen, in bulk ..... B
Soda, acetate of .....cl. 1	Spiegeleisen, e.o.h.p. .... C
Soda ash ..... C	Spile pegs .....cl. 1
Soda, bicarbonate of, in casks .. C	Spindles, in boxes .....cl. 3
Soda, bicarbonate of, in boxes, crates, or hampers .....cl. 2	Spindles, e.o.h.p. ....cl. 4
	Spirits, in casks or cases.....cl. 3
	Spirits, in hampers .....cl. 4
	Spirits, e.o.h.p. ....cl. 5

Spirits of tar, in casks or iron drums . . . . .cl. 2	Steel bars and bundles . . . . .cl. 2
Spirits of tar, e.o.h.p. . . . .cl. 4	Steel, sheet . . . . .cl. 3
Spittoons . . . . .cl. 3	Steel and iron, articles of. <i>See under Iron.</i>
Splints, wood, for matches . . .cl. 3	Steelyards . . . . .cl. 3
Sponges . . . . .cl. 5	Stereotype casts . . . . .cl. 4
Spoutings and connexions, iron or steel . . . . .cl. 2	Sticks, pea and bean . . . . .C
Spring balances . . . . .cl. 3	Still, iron . . . . .cl. 3
Springs, chair, sofa, mattress, door, or cart . . . . .cl. 3	Still, copper . . . . .cl. 4
Spurs, not plated . . . . .cl. 3	Stirrups . . . . .cl. 3
Squeegees, for cleaning ships' decks, &c. . . . .cl. 3	Stone and undressed material for repair of roads . . . . .A
Stable fittings, except enamelled, iron or steel . . . . .cl. 2	Stone, wholly undressed, straight from a quarry . . . . .A
Stable fittings and mangers, iron, enamelled . . . . .cl. 3	Stone, in the rough state, building, pitching, paving, curb, or flag B
Stag horns . . . . .cl. 4	Stone, sawn or roughly wrought up, such as troughs or sinks . . C
Stair rods . . . . .cl. 3	Stone, carved for building purposes . . . . .cl. 2
Stampings, iron or steel, rough, unfinished, not tinned or galvanized . . . . .cl. 1	Stone, decorative, carved for decorating the interior of buildings cl. 4
Standards, for hurdles, iron and steel, packed . . . . .C	Stone, blue, in casks, cases, boxes, or bags . . . . .cl. 2
Standards, for hurdles, as above, not packed . . . . .cl. 1	Stone, blue, e.o.h.p. . . . .cl. 3
Stannite of potash . . . . .cl. 2	Stone cutting and crushing machines . . . . .cl. 1
Stannite of soda . . . . .cl. 2	Stoves, gas or oil . . . . .cl. 3
Staples, iron . . . . .cl. 1	Stoves, fireclay tile . . . . .cl. 4
Staples, wire, for bookbinders cl. 2	Straw, hydraulic or steam press packed . . . . .C
Starch, in casks, cases, boxes, or bags . . . . .cl. 2	Straw, machine pressed, minimum 40 cwt. per waggon . . . . .cl. 1
Starch, e.o.h.p. . . . .cl. 3	Straw (not hydraulic or steam press packed or machine pressed), in full truck loads or in consignments of 20 cwt. . .cl. 3
Stationery, e.o.h.p. . . . .cl. 3	Straw, e.o.h.p. . . . .cl. 4
Stays, not silk, for wearing apparel . . . . .cl. 3	Strawberries, ripe (not hot-house) . . . . .cl. 3
Steam excavators or steam navvies . . . . .cl. 2	Strawberries, in tubs for jam. .cl. 2
Steam gauges . . . . .cl. 4	Strawboard . . . . .cl. 1
Steam hammers . . . . .cl. 1	
Stearine . . . . .cl. 1	

Strawboard cuttings, for paper making . . . . .	cl. 1	Surgical instruments . . . . .	cl. 5
Straw goods, including straw hats and straw bonnets . . . .	cl. 5	Swarf (iron and steel) . . . . .	B
Straw plait . . . . .	cl. 5	Sweat scrapers, packed . . . . .	cl. 3
Strickles, in boxes or cases . .	cl. 2	Swing boats and hobby horses .	cl. 4
Strickles, e.o.h.p. . . . .	cl. 3	Syringes, garden . . . . .	cl. 3
Strips, iron or steel, not packed .	C	Syrup, in casks . . . . .	cl. 1
Stucco, ground . . . . .	C	Syrup, in cases, in tins, in baskets, or in stone bottles packed in crates or hampers . . . . .	cl. 3
Studs, iron or steel . . . . .	cl. 1	Tables, cast iron or cast steel .	cl. 4
Stuff goods, in bales, packs, or trusses . . . . .	cl. 3	Tables, cast iron or steel, in parts . . . . .	cl. 3
Stuff goods, e.o.h.p. . . . .	cl. 4	Tabling, water, cement . . . . .	cl. 1
Sud cake manure . . . . .	B	Tacks . . . . .	cl. 3
Sugar, in bags, cases, or casks .	cl. 1	Talc . . . . .	cl. 3
Sugar, e.o.h.p. . . . .	cl. 3	Tallow . . . . .	cl. 1
Sugar candy . . . . .	cl. 3	Tamarinds . . . . .	cl. 2
Sugar mats, old, for paper making . . . . .	C	Tan oil, in casks or iron drums round or tapered at one end .	cl. 1
Sugar mills . . . . .	cl. 2	Tan or spent bark . . . . .	B
Sugar nippers, except gold, silver, or plated . . . . .	cl. 3	Tank plates (iron and steel) . . .	C
Sugar nippers, e.o.h.p. . . . .	cl. 5	Tanks . . . . .	cl. 4
Sugar scum, for manure . . . . .	B	Tap or mill cinder . . . . .	A
Sulphate of alumina . . . . .	C	Taper holders, metal . . . . .	cl. 3
Sulphate of ammonia . . . . .	C	Tapes . . . . .	cl. 3
Sulphate of copper, for export, in 10 ton lots . . . . .	C	Tapioca . . . . .	cl. 2
Sulphate of copper, e.o.h.p. . .	cl. 1	Tapioca flour . . . . .	cl. 2
Sulphate of iron . . . . .	C	Taps, brass . . . . .	cl. 3
Sulphate of lime . . . . .	C	Tar oil (mineral), in casks or iron drums round or tapered at one end . . . . .	cl. 1
Sulphate of lime, waste . . . . .	A	Tares (grain) . . . . .	C
Sulphate of magnesia . . . . .	C	Tares or wrappers for cotton bales . . . . .	cl. 1
Sulphate of potash . . . . .	B	Targets, iron or steel . . . . .	C
Sulphate of soda . . . . .	C	Tarpaulins . . . . .	cl. 2
Sulphur, crude or unmanufactured	C	Tartar, liquid . . . . .	cl. 2
Sulphur, e.o.h.p. . . . .	cl. 1	Tartaric acid . . . . .	cl. 4
Sulphur ore . . . . .	B	Tea . . . . .	cl. 3
Summer houses . . . . .	cl. 5	Teazles . . . . .	cl. 5
Surat bagging, for paper making . . . . .	cl. 1		

Telegraph insulators, earthen-ware, packed . . . . .cl. 1	Tiles, paving, draining, roofing, or garden edging, common . . B
Telegraph instruments, packed .cl. 4	Tiles (roofing, iron and steel), painted, galvanised, or enamelled . . . . . C
Telegraph posts (iron and steel) . . C	Tiles, e.o.h.p. . . . . C
Telegraph stores (iron and steel)— Blackened iron (cast) ridge chairs . . . . . C	Timber, actual machine weight . . C
Galvanised and blacked earth plates in bundles . . . . . C	Timber, measurement weight . .cl. 1
Galvanised and blacked iron loop rods . . . . . C	Tin crystals . . . . .cl. 4
Galvanised and blacked screw tighteners, packed . . . . . C	Tin, in blocks, cakes, or ingots .cl. 2
Galvanised and blacked stay rods, in bundles . . . . . C	Tincal . . . . .cl. 2
Galvanised and blacked stay tighteners . . . . . C	Tin foil . . . . .cl. 2
Iron poles, roofs, or caps . . . . C	Tin liquor . . . . .cl. 2
Malleable cast iron brackets, galvanised, packed . . . . . C	Tinned iron, in sheets, not packed . . . . .cl. 1
Telegraph stores—	Tin ore . . . . .cl. 1
Wrought iron double swivels .cl. 1	Tin plates (iron and steel) . . .cl. 1
Malleable cast iron double wall brackets . . . . .cl. 1	Tin ware, in casks or cases . . .cl. 3
Malleable cast iron saddles . .cl. 1	Tin ware, e.o.h.p. . . . .cl. 4
Telephone apparatus, packed . .cl. 4	Tip iron . . . . . C
Telescopes . . . . .cl. 5	Tips, brassed for boot heels . .cl. 3
Terne metal . . . . .cl. 2	Toasting forks, iron or steel . .cl. 3
Terra alba . . . . . C	Tobacco boxes, metal . . . . .cl. 3
Terra-cotta blocks and bricks . . C	Tobacco, cigars, and cigarettes .cl. 5
Terra-cotta caps and stoppers .cl. 1	Tobacco juice, in casks . . . .cl. 2
Terrets . . . . .cl. 3	Tobacco juice, e.o.h.p. . . . .cl. 3
Textile fabrics, made of mixed cotton, linen, wool, or similar materials . . . . .cl. 4	Tobacco leaf, in hogsheads or tierces . . . . .cl. 2
Theatrical luggage . . . . .cl. 4	Tobacco leaf, e.o.h.p. . . . .cl. 3
Thermometers . . . . .cl. 5	Tobacco, manufactured, except cigars and cigarettes . . . .cl. 4
Thimbles, except gold, silver, or plated . . . . .cl. 3	Tobacco stoves or presses . . .cl. 2
Thimbles, e.o.h.p. . . . .cl. 5	Tomatoes . . . . .cl. 4
Thread, cotton and linen . . . .cl. 3	Tonquin beans . . . . .cl. 5
Tiles, art . . . . .cl. 4	Tools, well boring and pit boring . . . . .cl. 2
	Tools, carpenters', coopers', edge, joiners', masons', and shipwrights' . . . . .cl. 3
	Torchwick . . . . .cl. 2
	Tortoiseshell . . . . .cl. 5
	Tow, in bales, minimum 60 cwt. per waggon . . . . .cl. 1

Tow, in bales, e.o.h.p. ....cl. 2	Tubes, steam, brass or copper .cl. 2
Tow, e.o.h.p. ....cl. 3	Tubes, tin and zinc ....cl. 4
Tow waste, hydraulic or steam press packed ..... C	Tubing, brass or copper, e.o.h.p. ....cl. 4
Tow waste, for paper making..cl. 1	Tubs, iron.....cl. 2
Tow waste, e.o.h.p. ....cl. 2	Tubs, washing .....cl. 3
Toys, packed .....cl. 3	Tubs, wood .....cl. 3
Toys, e.o.h.p. ....cl. 4	Tue irons .....cl. 2
Tram couplings (iron and steel) cl. 1	Tun shoes for principals (roof- work, iron and steel) ..... C
Traps, sink and stench (iron and steel) .....cl. 1	Turbot (fish, fresh) .....cl. 4
Traps, sink, brass or copper ..cl. 3	Turf ..... B
Traps, vermin .....cl. 3	Turmeric .....cl. 2
Trawl heads (iron and steel) .... C	Turnery ware .....cl. 3
Trays, iron or steel .....cl. 3	Turnips, in bulk, for cattle feed- ing..... B
Treacle .....cl. 1	Turnips, e.o.h.p. .... C
Trellis work, wood, in bundles .cl. 3	Turn tables, in parts ..... C
Trenails ..... C	Turpentine, crude, in casks ..cl. 1
Trestles, wrought iron .....cl. 1	Turpentine, spirits of, in casks or iron drums .....cl. 2
Tricycles and velocipedes ....cl. 5	Turpentine, spirits of, e.o.h.p. cl. 5
Trivets, iron or steel .....cl. 3	Turtle .....cl. 5
Troughs, earthenware and fire- clay ..... C	Twine .....cl. 2
Troughs, bakers', wooden ....cl. 3	Type .....cl. 3
Troughs, cattle and other, iron or steel .....cl. 3	Tyres and tyre bars, in the rough ..... C
Trouser stretchers, iron, port- able .....cl. 3	Ultramarine.....cl. 4
Trout (fish) .....cl. 4	Umber ..... C
Trowels .....cl. 3	Umbrellas.....cl. 4
Trunks .....cl. 5	Umbrella fittings.....cl. 3
Trunnions, unfinished (iron and steel) ..... C	Umbrella sticks, in the rough cl. 2
Tubes, brass or copper, except steam packed .....cl. 3	Umbrella sticks, e.o.h.p.....cl. 4
Tubes, brass or copper. e.o.h.p. cl. 4	Umbrella stretchers.....cl. 3
Tubes, coated with brass ....cl. 2	Valonia ..... C
Tubes, electro coppered .....cl. 2	Valves, brass .....cl. 3
Tubes, and fittings for tubes (iron and steel), except electro-cop- pered or coated with brass.... C	Valves, gas or water, iron or steel .....cl. 1
	Vans, commercial travellers' ..cl. 4
	Varnish, in casks or iron drums cl. 2
	Varnish, e.o.h.p. ....cl. 3

Vaseline.....cl. 3	Washers, iron or steel ..... C
Vats .....cl. 4	Washers, leather.....cl. 2
Vegetable ivory .....cl. 3	Washing and wringing machine rollers .....cl. 1
Vegetable tar ..... C	Washing and wringing machines, packed .....cl. 3
Vegetable washing machines..cl. 4	Washing and wringing machines, not packed .....cl. 4
Vegetable wax.....cl. 2	Washing powder and paste ..cl. 1
Vegetables, desiccated, for cattle food .....cl. 1	Wash leather .....cl. 3
Vegetables, hothouse, packed..cl. 4	Washstand tops,marble,packed cl. 3
Vegetables, in brine .....cl. 1	Waste paper for paper making.. C
Vegetables, not packed, e.o.h.p., minimum 20 cwt. per waggon cl. 1	Waste sulphate of lime ..... A
Vegetables, packed, e.o.h.p. ..cl. 2	Watch glasses .....cl. 4
Velvet cotton, in bales, packs, or trusses .....cl. 3	Water cans (hollow ware) ....cl. 3
Velvet, e.o.h.p.....cl. 5	Water meters .....cl. 3
Veneers.....cl. 4	Weighing machines, large (those used for weighing railway and other vehicles, and also cattle) .....cl. 2
Venison .....cl. 4	Weighing machines, small (those used for weighing packages and goods) .....cl. 3
Ventilators, small, iron or brass, for buildings, packed .....cl. 3	Weights ..... C
Ventilators, e.o.h.p.....cl. 5	Weights, brass.....cl. 3
Verdigris .....cl. 4	Whalebone .....cl. 4
Verjuice, in casks.....cl. 1	Whale oil, in casks or iron drums round or tapered at one end. .cl. 1
Vermicelli.....cl. 3	Wheat (grain)..... C
Vetches..... C	Wheelbarrows, in parts .....cl. 1
Vices, iron or steel .....cl. 2	Wheelbarrows. <i>And see under</i> Builder's Implements .....cl. 3
Vinegar, in casks.....cl. 1	Wheels, cart and plough, iron or steel .....cl. 1
Vinegar, in cases .....cl. 2	Wheels, fly or spur.....cl. 1
Vinegar, e.o.h.p. ....cl. 3	Wheels, wheelbarrow, iron or steel .....cl. 1
Wadding, cotton .....cl. 3	Wheels, rudder or steering, in cases, crates, or frames ....cl. 3
Waggon bodies, in pieces, bound together .....cl. 1	Wheels, rudder or steering, e.o.h.p. ....cl. 4
Walking sticks, e.o.h.p. ....cl. 4	
Walking sticks, in the rough..cl. 2	
Wall boxes (iron and steel) .... C	
Wall brackets (iron and steel) .. C	
Walnuts, green, and husks....cl. 2	
Warps, except silk .....cl. 4	
Washers, brass or coppers ....cl. 3	

Wheels, cart, coach, or carriage cl. 4	Woad .....cl. 1
Whelks .....cl. 1	Wolfram ..... C
Whetstones and honestones ..cl. 3	Wood, bent, rough, unfinished.cl. 2
Whisks, packed .....cl. 3	Wood, bent, e.o.h.p. ....cl. 3
Whitebait.....cl. 4	Wood fibre, hydraulic or steam press packed..... C
White lead .....cl. 1	Wood fibre, in bales .....cl. 1
Whiting and whitening ..... C	Wood pulp, or half stuff ..... C
Winches, hand.....cl. 1	Wood pulp, middles .....cl. 1
Winches, steam .....cl. 3	Wood treads, in frames, for stairs.....cl. 1
Wind ties (roof work), principals, and purlins (iron and steel) .. C	Wood turnings, for fish-curing.. C
Window frames, iron, packed in cases .....cl. 2	Wooden blocks, for paving .... C
Window frames, iron, e.o.h.p..cl. 3	Wooden boxes, for packing tin plates ..... C
Window guards, iron .....cl. 1	Woodwork, carved, for decorat- ing the interior of buildings..cl. 5
Window sashes, in frames, and shutters (joiners' work), com- mon wood.....cl. 3	Woodwork, for the manufacture of organs .....cl. 4
Window shutters, iron or steel..cl. 2	Woodwork, for the manufacture of pianos .....cl. 4
Wines, British, in casks .....cl. 2	Wool, dressed or carded.....cl. 3
Wines, British, e.o.h.p. ....cl. 3	Wool, raw .....cl. 2
Wines, in casks or cases.....cl. 3	Wool or cloth oil, in casks or iron drums round or tapered at one end .....cl. 1
Wines, in hampers .....cl. 4	Woollen and worsted goods, in bales, packs, or trusses ....cl. 3
Wines, e o.h.p.....cl. 5	Woollen and worsted goods, e.o.h.p. ....cl. 4
Wire (of iron or steel, including tinned or galvanised), in wrapped coils or not otherwise packed ..... C	Woollen cloth, in bales, packs, or trusses .....cl. 3
Wire, cotton covered, in casks, hampers, cases, and canvas covered coils.....cl. 2	Woollen cloth, e.o.h.p. ....cl. 4
Wire, iron or steel, e.o.h.p. ..cl. 2	Wrought or cast iron skybars .. C
Wire, lead .....cl. 2	Xylonite .....cl. 3
Wire, copper or brass, packed in cases or casks, or in bags ..cl. 3	Yarn, twist, and weft, cotton and linen, in bales, bags, wrappers, cases, boxes, skips, or casks cl. 2
Wire, insulated .....cl. 4	Yarns, twist, and weft (except silk) .....cl. 3
Wire, polished or needle.....cl. 4	
Wire gauze .....cl. 4	
Wire rope, old, cut in pieces (iron and steel) ..... B	

Yeast, e.o.h.p. <i>See also under</i> Groceries (mixed) .....cl. 4	Yolk of eggs .....cl. 5
Yeast, in bags, or in bags in baskets, hydraulic press packed, dry .....cl. 2	Zinc ashes ..... B
Yellow metal bolts and nails..cl. 2	Zinc bars .....cl. 2
Yellow metal plates and sheath- ing .....cl. 1	Zinc, carbonate of ..... C
Yellow metal rods .....cl. 2	Zinc ingots or plates ..... C
Yellow or Persian berries ....cl. 3	Zinc ore ..... B
	Zinc ridges .....cl. 1
	Zinc sheets or rods ..... C
	Zinc, white, or oxide of zinc .... C





## APPENDIX A.

### Railway and Canal Traffic Act, 1888.

#### INCREASE OF RATES.

##### ORDER OF THE BOARD OF TRADE.

[Sect. 33, sub-sect. 6, of the Traffic Act, 1888.]

1. Where a railway company intend to increase any toll, rate, or charge published in the books required to be kept by the company for public inspection under sect. 14 of the Regulation of Railways Act, 1873, and the Railway and Canal Traffic Act, 1888, notice of the intended increase shall, not less than fourteen days before the date on which the increased toll, rate, or charge is to take effect :

- (a) Be published once at least in one of the newspapers which has a circulation in the district, or in each of the several districts, comprising the stations or places the traffic at or between which is subject to the toll, rate, or charge which it is intended to increase ; and
- (b) Be printed in large type and posted and afterwards kept posted for a period of not less than twenty-eight days in a conspicuous place in each of the stations on the company's railway the traffic at or between which is subject to the said toll, rate, or charge.

Provided that if a rate which it is intended to increase is one under which no merchandise traffic has been carried on the company's railway during the twelve months immediately preceding the date on which the intended increase

## APPENDIX A.

of such rate is to take effect, no notice of the intended increase need be published in any newspaper.

2. The notice shall be in the form in the schedule hereto with any necessary additions, and shall specify with reference to each altered toll, rate, or charge, the date on which it is to take effect.

Signed, by order of the Board of Trade, this 25th day of January, 1889.

COURTENAY BOYLE,  
Assistant Secretary, Railway Department.

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SCHEDULE.

*Form of Notice of Increase of Tolls, Rates, and Charges.*

THE RAILWAY AND CANAL TRAFFIC ACT, 1888.

THE [name of company].

*Notice of Increase of Rates (Tolls and Charges).*

NOTICE IS HEREBY GIVEN, pursuant to the Railway and Canal Traffic Act, 1888, and the order of the Board of Trade thereunder, dated the       day of       , 1889, that the above-mentioned company intend to increase the under-mentioned of the rates (a) published in the books required by Act of Parliament to be kept for public inspection to the extent and in the manner under-mentioned, and that the altered rates are to come into force on the [state a date at least fourteen days later than the date of the notice].

Signed       .

Dated the       day of       , 1889.

ALTERATION OF RATES.

[The alteration must be in the manner which is most convenient, having regard to the nature and number of the rates and the manner in which it is intended to alter them.]

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(a) If it is intended to alter tolls or charges this should be stated.

ENGLISH RAILWAYS.

SYNOPSIS OF MAXIMUM RATES—Classes A., B., and C.

RAILWAY COMPANY.	Class A. Station Terminal, 8d.				Class B. Station Terminal, 8d.				Class C. Station Terminal, 1s. 0d.				—
	For the first 20 Miles.	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.	For the first 20 Miles.	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.	For the first 20 Miles.	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.	
	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	
Abbotsbury Ry. Co.— Scale I. (Newent Ry. Co. &c.) ..... Scale II. (Ely Valley) ..... Scale III. (Cornwall Minerals, &c.) ..... Scale IV. (General) .....	1.15 0.875 2.00 1.50	0.90 — — 0.90	— — — 0.40	0.45 — 1.50 0.35	1.25 1.25 2.25 1.60	1.00 — — 1.20	— — — 0.80	0.80 — 1.75 0.50	1.80 2.25 1.80	1.50 — 1.50	1.20 — 1.20	0.70 1.75 0.70	Abbotsbury Ry. Co.
Brecon and Merthyr Ry. Co. &c.— Scale I. (Rhymney to Bassaleg, &c.) ..... Scale II. (Pontypridd, &c., coal only) ..... Scale III. (West Lancashire) ..... Scale IV. (General) .....	0.875 0.875 1.50 1.15	— — 0.90 0.95	— — — 0.45	— — 0.40 0.60	1.25 1.60 1.25 1.60	1.00 — 1.00 1.10	0.80 — 0.80 0.85	0.50 — 0.50 0.70	1.80 — — 1.80	1.50 — 1.50	1.20 — 1.20	0.70 — — 0.70	Brecon & Merthyr Ry. Co.  Cambrian Ry. Co.
Cleator and Workington Junction Ry. Co.— Scale I. .... Scale II. (Cockermouth, Keswick and Penrith) ..... Scale III. (Corris) .....	1.25 1.50 0.50	— — —	— — —	1.00 1.00 —	1.40 1.60 0.75	— — —	— — next 15 miles 0.90	1.05 1.10 —	1.80 — 0.400	— — —	— — —	1.50 — —	Cleator & Workington Junction Ry. Co.
Scale IV. (Severn and Wye) ..... Scale V. (Southwold Ry. Co.) .....	[first 8 m. 1.75] 1.50	1.00 —	next 15 miles 0.90 —	0.75 —	[first 8 m. 1.90] 0.200	1.00 —	—	0.75 —	1.95 0.250	— —	— —	1.50 —	—
East London Ry. Co.— Scale I. (General) ..... Scale II. (Hounslow and Met.) .....	1.90 1.50	— —	— —	— —	0.200 1.60	— —	— —	— —	0.200 1.80	— —	— —	— —	East London.
Festiniog Ry. Co. &c. ....	1.75	—	—	—	0.200	—	—	—	0.225	—	—	—	Festiniog.

\* This rate applies for all distances on the line to which it is applicable.

RAILWAY COMPANY.	Class A. Station Terminal, 3d.					Class B. Station Terminal, 6d.					Class C. Station Terminal, 1s. 0d.				
	For the first 20 Miles	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.		For the first 20 Miles.	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.		For the first 20 Miles.	For the next 30 Miles.	For the next 50 Miles.	Remainder Distance.	
	Per ton per mile. d. [first 10 m. 1'75] first 20 m. 1'15	Per ton per mile. d. 1'15 — 0'90	Per ton per mile. d. — 0'45	Per ton per m. d. 0'50 0'40		Per ton per mile. d. [first 10 m. 1'90] first 20 m. 1'40	Per ton per mile. d. 1'20 1'05	Per ton per mile. d. — 0'80	Per ton per m. d. 0'75 0'55		Per ton per mile. d. { first 10 m. 2'10 } first 20 m. 1'80	Per ton per mile. d. 1'50 1'50	Per ton per mile. d. — 1'20	Per ton per m. d. 1'00 0'70	
Furness Ry. Co.....	0'95 •1'50	0'85 —	—	0'40 —		1'25 •1'70	1'00 —	0'80 —	0'50 —		1'80 }	1'50	—	1'00 Furness Ry. Co.	
Great Eastern Ry. Co.....		0'90	0'45	0'40		1'40	1'05	0'80	0'55		1'80	1'50	1'20	0'70 Great Eastern.	
Great Northern Ry. Co.— Scale I. (General) ..... Scale II. (Special Lines) .....	0'95 •1'50	0'85 —	0'50 —	0'40 —		1'25 •1'70	1'00 —	0'80 —	0'50 —		1'80 }	1'50	1'20	0'70 Great Northern.	
Great Western Ry. Co.— Scale I. (Main Line, &c.) ..... Scale II. (General) ..... Scale III. (Special S. Wales).....	0'95 1'50 •0'875	0'85 0'90 —	0'50 0'40 —	0'40 0'35 —		1'25 1'60 1'25	1'00 1'20 1'00	0'80	0'50		1'80	1'50	1'20	0'70 Great Western.	
Hull, Barnaley, & West Riding Juno. Ry. Co.. Isle of Wight Ry. Co. &c. ....	1'15 •1'75	0'90 —	0'45 —	0'40 —		1'25 •1'90	1'00 —	0'80 —	0'50 —		1'80	1'50 —	1'20 —	0'70 Hull, Barnaley, & Wt. Riding R. Co. Isle of Wight, &c.	
Lancashire & Yorkshire Ry. Co.— Scale I. (General) ..... Scale II. (Preston and Longridge) .....	1'00 •1'25	0'85 —	0'50 —	0'40 —		1'40 •1'40	1'00 —	0'80 —	0'50 —		1'80 •1'80	1'50 —	1'20 —	0'70 Lanc. & Yorkshire	
London & North Western Ry. Co.— Scale I. (General) ..... Scale II. (Sirhowy) ..... " (Staffordshire and Welsh) ..... " (Buxton Lines) .....	0'95 •0'875 •1'25 •2'00	0'85 —	0'50 —	0'40 —		1'25 W'haven. •1'50	1'00 —	0'80 —	0'50 —		1'80 }	1'50	1'20	0'70 Lond. & N. Western.	
London & South Western Ry. Co.— Scale I. (General) ..... London, Brighton & South Coast Ry. Co.— Scale I. (General) ..... London, Chatham & Dover Ry. Co.— Scale I. (General) .....	1'50	0'95	0'75	0'60		1'60	1'10	0'85	0'70		1'80	1'50	1'20	0'70 { L. & S. W. Ry. Co. L. B. & S. Coast Ry. Co. London, Chatham & Dover Ry. Co.	



ENGLISH RAIL  
SYNOPSIS OF MAXIMUM

RAILWAY COMPANY.	Class 1. Station Terminal, 1s. 6d.				Class 2. Station Terminal, 1s. 6d.			
	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.
	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per mile. d.
Abbotsbury Ry. Co. &c.— Scale I. (Cornwall Minerals & Princetown) Scale II. (General) .....	2·50 2·20	— 1·85	— 1·40	1·75 1·00	2·75 2·65	— 2·30	— 1·80	2·35 1·60
Brecon & Merthyr Ry. Co. &c. ....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50
Cambrian Ry. Co. ....	2·25	1·90	1·65	1·35	2·75	2·35	2·05	1·65
Cleator & Workington Junc. Ry. Co. &c.— Scale I. .... Scale II. (Cockermouth, &c. Co.) .... Scale III. (Corris) .... Scale IV. (Severn & Wye) .... Scale V. (Southwold) .....	2·20 2·25 *4·15 2·20 *3·00	— — — — —	— — — — —	1·85 1·90 — 1·85 —	2·65 2·75 *4·30 2·65 *3·25	— — — — —	— — — — —	2·30 2·35 — 2·80 —
East London Ry. Co.— Scale I. .... Scale II. (Hounslow & Met.) .....	*2·50 *2·25	— —	— —	— —	*2·75	—	—	—
Festiniog Ry. Co., &c. ....	*2·40	—	—	—	*2·75	—	—	—
Furness Ry. Co. ....	first 10m 2·20	1·85	—	1·40	first 10m 2·65	2·30	—	1·70
Great Eastern Ry. Co. ....	first 20m 2·20	1·85	1·40	1·00	first 20m 2·65	2·30	1·80	1·50
Great Northern Ry. Co. ....								
Great Western Ry. Co. ....								
Hull, Barnsley & W. Riding Junc. Ry. Co. ....								
Ile of Wight Ry. Co. &c. ....	*2·25	—	—	—	*2·75	—	—	—
Lancashire & Yorkshire Ry. Co.— Scale I. (General) .... Scale II. (Preston and Longridge) .....	2·20 *2·20	1·85 —	1·40 —	1·00 —	2·65 *2·65	2·30 —	1·80 —	1·50 —
London & North Western Ry. Co. ....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50
London & South Western Ry. Co. ....	2·25	1·90	1·65	1·35	2·75	2·35	2·05	1·65
London, Brighton & South Coast Ry. Co.... London, Chatham & Dover Ry. Co. ....	2·25	1·90	1·65	1·35	2·75	2·35	2·05	1·65
London, Tilbury & Southend Ry. Co. &c.... Manchester, Sheffield & Linc. Ry. Co. ....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50
Metropolitan Ry. Co. &c.— Scale I. (Special) .... Scale II. (General).....	*2·50	—	—	—	*2·75	—	—	—
Midland Rail. Co. .... Midland & South Western Junc. Ry. Co. &c. North Eastern Ry. Co.....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50
North London Ry. Co.....	*2·70	—	—	—	*3·00	—	—	—
North Staffordshire Ry. Co. ....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50
South Eastern Ry. Co.....	2·25	1·90	1·65	1·35	2·75	2·35	2·05	1·65
Taff Vale Ry. Co. &c. ....	2·20	1·85	1·40	1·00	2·65	2·30	1·80	1·50

\* This rate per ton per mile applies for all

WAYS—continued.

RATES—Classes 1, 2, 3, 4, and 5.

Class 3. Station Terminal, 1s. 6d.				Class 4. Station Terminal, 1s. 6d.				Class 5. Station Terminal, 1s. 6d.				
First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	
Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	Per ton per m. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	Per ton per m. d.	Per ton per mile. d.	Per ton per mile. d.	Per ton per m. d.	Per ton per m. d.	
3·10	—	—	2·80	3·75	—	—	3·35	4·30	—	—	3·90	Abbotsbury Ry. Co. &c.
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	Brecon & Merthyr Ry. Co. &c. Cambrian Ry. Co.
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	
3·10	2·80	2·50	2·10	3·75	3·35	3·15	2·50	4·30	3·90	3·80	3·00	
3·10	—	—	2·65	3·6	—	—	3·15	4·30	—	—	3·70	Cleator & Working- ton Junc. Ry. Co. &c.
3·10	—	—	2·80	3·75	—	—	3·35	4·30	—	—	3·90	
*4·45	—	—	—	*4·60	—	—	—	*5·00	—	—	—	
3·10	—	—	2·65	3·60	—	—	3·15	4·30	—	—	3·70	
*3·50	—	—	—	*4·00	—	—	—	*5·00	—	—	—	
3·10	—	—	—	3·75	—	—	—	4·30	—	—	—	East London Ry. Co.
3·10	—	—	—	3·10	—	—	—	3·10	—	—	—	Festiniog Ry. Co. &c.
first 10m 3·10	2·65	—	1·75	first 10m 3·60	3·15	—	2·20	first 10m 4·30	3·70	—	3·25	Furness Ry. Co. Great Eastern Ry. Co. Great Northern Ry. Co. Great Western Ry. Co. Hull, Barnsley & W. Riding Ry.
first 20m 3·10	2·65	2·00	1·80	first 20m 3·60	3·15	2·50	2·20	first 20m 4·30	3·70	3·25	2·50	
3·10	—	—	—	3·75	—	—	—	4·30	—	—	—	Isle of Wight Ry. Co. &c.
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	Lanc. & York. Rail. Co.
*3·10	—	—	—	*3·60	—	—	—	*4·30	—	—	—	
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	London & North Western Ry. Co.
3·10	2·80	2·50	2·10	3·75	3·35	3·15	2·50	4·30	3·90	3·80	3·00	L. & S. W. Ry. Co. London, Brighton & S. Coast Ry. London, Chatham & Dover Ry. Co.
3·10	2·80	2·50	2·10	3·75	3·35	3·15	2·50	4·30	3·90	3·80	2·90	
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	London, Tilbury & Southend. Manchester, Shef. & Lincoln.
*3·10	—	—	—	*3·75	—	—	—	*4·30	—	—	—	Metropo., Scale I. do. Scale II.
3·10	2·65	2·00	1·80	3·60	3·15	2·60	2·20	4·30	3·70	3·25	2·50	Midland Ry. Co. Midland & S. W. North Eastern.
*3·25	—	—	—	*3·75	—	—	—	*4·30	—	—	—	North London.
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	North Staffordshire.
3·10	2·80	2·50	2·10	3·75	3·35	3·15	2·50	4·30	3·90	3·80	2·90	South Eastern.
3·10	2·65	2·00	1·80	3·60	3·15	2·50	2·20	4·30	3·70	3·25	2·50	Taff Vale.

distances on the line to which it is applicable.



CLASSES A., B., and C.

RAILWAY COMPANY.	Class A. Station Terminal, 3d.					Class B. Station Terminal, 6d.					Class C. Station Terminal, 1s. 0d.				
	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of the Distance.	Per ton per mile.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of the Distance.	Per ton per mile.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of the Distance.	Per ton per mile.
	d. 1'40	d. 0'90	d. 0'70	d. 0'50		d. 1'50	d. 1'15	d. 0'80	d. 0'55		d. 1'95	d. 1'50	d. 1'20	d. 0'70	
Athenry and Ennis June. By. Co. &c. (see p. 327).															Athenry & Ennis June. &c.

CLASSES 1 to 5.

RAILWAY COMPANY.	Class 1. Station Terminal, 1s. 6d.					Class 2. Station Terminal, 1s. 6d.					Class 3. Station Terminal, 1s. 6d.					Class 4. Station Terminal, 1s. 6d.					Class 5. Station Terminal, 1s. 6d.				
	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of Distance.	Per ton per m. perm.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of Distance.	Per ton per m. perm.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of Distance.	Per ton per m. perm.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of Distance.	Per ton per m. perm.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Re- mainder of Distance.	Per ton per m. perm.
	d. 2'40	d. 2'05	d. 1'85	d. 1'45		d. 2'70	d. 2'30	d. 2'00	d. 1'55		d. 3'10	d. 2'75	d. 2'45	d. 2'05		d. 3'65	d. 3'30	d. 2'05	d. 2'40		d. 4'30	d. 3'90	d. 3'50	d. 3'00	
Athenry and Ennis June. By. Co. &c.																									Athenry & Ennis June. &c.

# SCOTCH RAILWAYS.

# SYNOPSIS OF MAXIMUM RATES—Classes A., B., and C.

[illegible]

- **This rate applies for all distances on the line to which it is applicable.**

SYNOPSIS OF MAXIMUM RATES—Classes 1, 2, 3, 4, and 5.

APPENDIX B.																										
RAILWAY COMPANY.	Class 1. Station Terminal, 1s. 6d.				Class 2. Station Terminal, 1s. 6d.				Class 3. Station Terminal, 1s. 6d.				Class 4. Station Terminal, 1s. 6d.				Class 5. Station Terminal, 1s. 6d.									
	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.	First 20 Miles.	Next 30 Miles.	Next 50 Miles.	Remainder of Distance.						
Caledonian Ry. Co.— Scale III. .... Scale IV. (Edinburgh, Leith, or Granton and Glasgow)	2.25 *+1.50	1.85 —	1.40 —	1.00 —	2.65 *+1.90	2.30 —	1.80 —	1.50 —	3.10 *+1.90	2.65 —	2.30 —	1.80 —	1.50 —	3.10 —	2.65 —	2.00 —	1.80 —	3.60 *+2.00	3.15 —	2.50 —	2.20 —	4.30 *2.25	3.70 —	3.25 —	2.50 —	Caledonian.
Callander and Oban Ry. Co.]...	2.50	1.90	—	1.65	2.75	2.35	—	2.05	3.10	2.80	—	—	2.50	3.75	3.35	—	3.15	4.30	3.90	—	3.80	—	—	—	—	Callander and Oban.
City of Glasgow Union Ry. Co.	*2.50	—	—	—	*2.75	—	—	—	*3.10	—	—	—	—	*3.75	—	—	—	4.30	—	—	—	4.30	—	—	—	City of Glasgow Union.
Glasgow & South Western.....	2.25	1.85	1.40	1.00	2.65	2.30	1.80	1.50	3.10	2.65	2.00	1.80	—	3.60	3.15	2.50	2.20	4.30	3.70	3.25	2.50	4.30	3.90	3.30	2.50	Glasgow and S. Western.
Great North of Scotland Ry. Co. ....	2.25	1.90	1.65	1.35	2.75	2.35	2.05	1.65	3.10	2.80	2.50	2.10	—	3.75	3.35	3.15	2.50	4.30	3.90	3.30	3.00	4.30	3.90	3.30	3.00	{ Great North of Scotland. Highland.
Highland Ry. Co. ....																										
North British Ry. Co.— Scale III. .... Scale IV. (Edinburgh, Leith, or Granton and Glasgow)	2.25 *+1.50	1.85 —	1.40 —	1.00 —	2.65 *+1.90	2.30 —	1.80 —	1.50 —	3.10 *+1.90	2.65 —	2.30 —	1.80 —	1.50 —	3.10 —	2.65 —	2.00 —	1.80 —	3.60 *+2.00	3.15 —	2.50 —	2.20 —	4.30 *2.25	3.70 —	3.25 —	2.50 —	North British.

\* This rate applies for all distances on the line to which it is applicable.

† Station Terminal, 1s. 6d.

*TABLE showing where Companies are allowed to charge as for Distances other than the actual Mileage.*

## ENGLISH RAILWAYS.

1. Railway Company empowered to charge.	2. Portion of Railway in respect of which Company is authorized to charge the Mileage appear- ing in Columns 3 and 4.	3. Miles.	4. Chains.
Brecon & Merthyr Tydfil Junction.	Penarth and Jorpantau .....	17	60
„ „	Jorpantau and Dolygear .....	2	70
„ „	Pontywaen and Deri Junction .....	7	40
Cambrian .....	Barmouth Viaduct .....	3	0
„ .....	Carno and Llanbrynmair .....	11	0
East London .....	East London Railway for Classes A., B., & C.	7	0
„ .....	„ „ for other merchandise.	8	0
Furness .....	Mirehouse Junction and Whitehaven Docks for traffic to and from the docks.	4	0
„ .....	Mirehouse Junction and Bransty Station, in- cluding Lonsdale works, for Classes A. & B.	2	40
Great Western .....	Severn Tunnel .....	12	0
Lancashire & Yorkshire ..	Extended line authorized by Manchester and Leeds Railway Act, 1839, and line connecting it with L. & Y. Ry. Co.'s main line, or any part thereof.	2	40
London & North Western	Runcorn Bridge .....	9	0
„ „	Junction Railway authorized by Stockport, Disley, and Whaley Bridge Railway Act, 1855.	—	60
„ „	Sirhowy Railway (Class A. traffic conveyed less than 4 miles).	4	0
London, Chatham & Dover	City Lines Undertaking (West Street Junc. to Earl Street).	2	40
„ „	Victoria and Pimlico Railway (authorized by Act of 1853).	6	0
„ „	Metropolitan Extension Line (Earl Street to Walworth Road).	6	0

NOTE.—1 mile=80 chains=1760 yards.



1. Railway Company empowered to charge.	2. Portion of Railway in respect of which Company is authorized to charge the Mileage appear- ing in Columns 3 and 4.	3. Miles.	4. Chains.
Metropolitan District .... (See East London Schedule.)	" A " Box, High Street, Ken- sington, to junction near Ad- dison Road.	6	0
" "	" B " Box, Gloucester Road, to junction at West Brompton Station.	2	0
" "	Junction at Earl's Court to Hammersmith Station.		
" "	West Brompton Station to junc- tion near Putney Bridge.		
North Eastern .....	High Level Bridge over River Tyne at New- castle.	3	40
" .....	Bridge over River Tyne at Scotswood .....	3	0
" .....	Shildon Tunnel .....	1	20
" .....	Any inclined plane not worked by an ordi- nary locomotive.	A distance equal to the length of the inclined plane to be added.	
North Staffordshire .....	Mr. Sneyd's Railway from New North Staf- fordshire Coal and Iron Company's pri- vate line to junction with main line at Chatterly.	4	0
N. Wales Narrow Gauge.. (See Festiniog, &c. Schedule.)	On the Bryngwyn branch (for traffic in com- pany's waggons) to and from the slate quarries.	6	20
" "	On main line between Glenrafon siding and Dinas for traffic in owners' waggons.	9	20
Rhondda & Swansea Bay (See Taff Vale Schedule.)	Rhondda Tunnel .....	4	0
Severn & Wye & Severn Bridge. (See Cleator & Workington Schedule.)	Severn Bridge .....	3	1196

IRISH RAILWAYS.

Great Northern of Ireland (see Athenry and Ennis Schedule).	Railways authorized by Belfast Central Acts, 1864 to 1877, a fixed charge in addition to those mentioned in the Schedule, as for....	6	0
" "	City of Dublin Junction Railway, to be cal- culated as .....	8	0

NOTE.—1 mile=80 chains=1760 yards.

SCOTCH RAILWAYS.

1. Railway Company empowered to charge.	2. Portion of Railway in respect of which Company is authorized to charge the Mileage appear- ing in Columns 3 and 4.	3. Miles.	4. Chains.
Caledonian .....	Bridge over River Forth at Alloa .....	2	24
	<i>For the purposes of Scale IV.</i>		
„ .....	Between Edinburgh and Glasgow .....	42	0
„ .....	„ { Leith or Granton } and Glasgow .....	45	0
North British .....	Tay Viaduct .....	12	18
„ .....	Forth Bridge Railway for traffic between stations south of Tay and places 25 miles south and east and 45 miles west of Ratho Junction.	14	16
„ .....	Forth Bridge Railway for all other traffic ..	23	0
„ .....	Glasgow Tunnel incline .....	3	20
„ .....	Thrush Bush incline .....	2	16
„ .....	Ballochney incline .....	1	68
„ .....	Causeway End incline .....	1	39
„ .....	On Carlisle Extension between Langholm and Hawick.	25	0
	<i>For the purposes of Scale IV.</i>		
„ .....	Between Edinburgh and Glasgow .....	42	0
„ .....	„ { Leith or Granton } and Glasgow .....	45	0

NOTE.—1 mile=80 chains=1760 yards.

## APPENDIX C.

BEING

### CERTAIN PROVISIONS OF PRIVATE ACTS OF SCOTCH RAILWAY COMPANIES

EXPRESSLY PRESERVED

IN THE FOREGOING SCHEDULES.

*Sect. 49 of the Caledonian & Scottish Central Railways Amalgamation Act, 1865 (28 & 29 Vict. c. cclxxxvii) (a).*

“The company shall from time to time when required by notice in writing by the magistrates of the cities of Edinburgh, Glasgow, or Perth, or of the royal burghs of Stirling or Dundee, as the case may be, or by the commissioners or board of police of the said cities or royal burghs respectively, or by the inspectors of any such commissioners or board, provide, within 24 hours after service of such notice, at their dung or manure siding at North Merchiston in Edinburgh, or Gashetfaulds, Saint Rollox, or Bridgeton in Glasgow, or at their station in Perth, or in Stirling, or in Dundee, as may be required in such notice, a sufficient number of trucks to receive any quantity of dung or manure belonging to the said magistrates, or commissioners, or board of police, not being less than 25 tons, which shall be specified in the said notice, and shall convey such dung or manure to any other station on the railways belonging to the company, not being less than three

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(a) Referred to p. 348.



miles distant, or to any station beyond the said distance on any other railway directly communicating with those railways, which may be leased or worked by the company, upon payment of  $1\frac{1}{2}d.$  per ton per mile for distances under six miles, and of  $1d.$  per ton per mile for distances of six miles or upwards: provided that the said magistrates, or commissioners, or the said board of police, shall provide persons to perform the duty of loading and unloading the said trucks, and shall, in case the said trucks are detained at either station for a longer period than 24 hours, pay demurrage at the rate of  $6d.$  per truck for each day, or part of a day, thereafter."

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*Sect. 53 of the Caledonian & Glasgow and South Western Railways (Kilmarnock Joint Line) Act, 1869 (32 & 33 Vict. c. xcvi) (b).*

"From and after the passing of this Act, the two companies, or either of them, notwithstanding anything in this Act contained, shall only be entitled to charge for the conveyance of city manure, as defined in the Glasgow Police Act, 1862 (c), on the joint line, the tolls, rates, and charges following, that is to say, a sum not exceeding  $\frac{1}{2}d.$  per ton per mile, and if conveyed in waggons belonging to, or provided by, the two companies, or either of them, an additional sum of  $1d.$  per ton per mile: provided always, that for a less distance than 12

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(b) Referred to p. 348.

(c) In sect. 355 of the Glasgow Police Act, 1862 (25 & 26 Vict. c. cciv), city manure is defined as meaning:—

"With the exception of horse, cow, and swine dung, and of the refuse of public slaughter-houses, and of breweries, tan works and chemical works, and of the ashes of any kiln, engine, or furnace, all the dung, fulzie, soil, dirt, ashes, filth, and refuse made or found within the city, elsewhere than on any quay or other street, of which the solum belongs to the Clyde Navigation."

miles the charge shall be as for 12 miles, and that the two companies, or either of them, shall not be bound to convey the said manure except in train loads of not less than 15 waggons."

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*Sect. 41 of the Caledonian Railway (Further Powers)  
Act, 1862 (45 Vict. c. liii)(d).*

"From and after the passing of this Act, notwithstanding anything in any Act relating to the company, the company shall not be entitled to demand higher tolls and charges than  $\frac{1}{4}$ d. per ton per mile for the conveyance in waggons belonging to, or provided by, the magistrates and council of Glasgow, from any of the manure sidings in or near the city of Glasgow, or from any siding in connexion with any storing yard outside the said city, which is at the time used exclusively by the said magistrates and council, upon any portion of the company's railways, or upon any portion of those railways and of any other railways directly communicating therewith, which may be leased by the company, of city manure as defined in the Glasgow Police Act, 1866, or any other manure collected and dealt with by any department of the said magistrates and council, or removed from markets, slaughter-houses, stables, or other similar premises belonging to or occupied exclusively by them. Provided nevertheless, that if such manure be conveyed for a less distance than 12 miles, the company may charge as for 12 miles: provided also, that the company shall not be required to convey such manure at the said rate in quantities of less than 25 tons at a time."

(d) Referred to p. 348.

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*Sect. 43 of the Glasgow & South Western Railway  
(Kilmarnock Direct) Act, 1865 (e).*

“From and after the passing of this Act the company shall, notwithstanding anything in any of the Acts relating to the company, be entitled to demand and charge for the conveyance of city manure as defined in the Glasgow Police Act, 1862 (*f*), on all or any portion of their railways, only the tolls, rates, and charges following, that is to say, a sum not exceeding  $\frac{1}{4}d.$  per ton per mile, and if conveyed in waggons belonging to the company an additional charge of  $1d.$  per ton per mile: provided always, that for a less distance than 12 miles the charge shall be as for 12 miles, and the company shall not be bound to convey the said manure except in train loads of not less than 15 waggons.”

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*Sect. 54 of the North British Railway Consolidation  
Act, 1858 (21 & 22 Vict. c. cix) (g).*

Requires the company to provide a piece of ground between 18 ft. and 200 ft. from the north-east corner of the Edinburgh and Leith Gaslight Company's works for the deposit of refuse, and from time to time to remove the refuse therefrom; but if they erect a loading bank within the same distance, the Gaslight Company are to empty the refuse into the trucks when empty trucks are in waiting.

Sect. 55 deals with the distance the company's line is to be from the walls of the Gaslight Company's works, and requires the company to alter the existing siding of the Gaslight Company “so that the same may be continued and fitted to the line of rails to be used under this Act,” and also to make compensation to the Commissioners for the Harbour and Dock of Leith for such part of the aforesaid space as does not belong to the company.

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(e) Referred to p. 358.

(*f*) See note (*e*), p. 466.

(*g*) Referred to p. 361.

*The North British Railway Consolidation Act, 1858*  
(21 & 22 Vict. c. cix), s. 76 (h).

“ Provided always, that the company shall from time to time, when required by the magistrates and council of the city of Edinburgh, or their clerk or inspector, provide within 24 hours thereafter, at the St. Margaret’s Manure Station on the railway, a sufficient number of trucks to receive any quantity of dung or manure belonging to the said magistrates and council, not being less than 25 tons, which shall be specified in the said notice, and shall convey such dung to any other station on the railway, not being less than three miles distant, or to any station beyond the said distance on a railway directly communicating therewith, and leased or worked by them, on the payment of 1½d. per ton per mile for distances under six miles, and of 1d. per ton per mile for distances of six miles or upwards: provided the said magistrates and council shall provide persons to perform the duty of loading and unloading the said trucks, and shall, in case the said trucks are detained at either station for a longer period than 24 hours, pay demurrage at the rate of 6d. per truck for each day or part of a day thereafter.”

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*Sect. 43 of the Edinburgh & Glasgow Railway (Coat-bridge Branch) Act, 1865 (28 & 29 Vict. c. cccxxviii) (i).*

“ From and after the passing of this Act the company shall, notwithstanding anything in any of the Acts relating to the company, be entitled to demand and charge for the conveyance

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(h) Referred to p. 361.

(i) Referred to p. 361.

of city manure as defined in the Glasgow Police Act, 1862 (*j*), on all or any portion of their railways, only the tolls, rates, and charges following, that is to say, a sum not exceeding  $\frac{1}{2}d.$  per ton per mile, and if conveyed in waggons belonging to the company an additional sum of  $1d.$  per ton per mile: provided that for a less distance than 12 miles the charge shall be as for 12 miles, and that the company shall not be bound to convey such manure except in train loads of not less than 15 waggons."

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(*j*) See note (*e*), p. 466.

## APPENDIX D.

### SOME OF THE MORE IMPORTANT CONVEYANCE RATES

WORKED OUT

FOR DISTANCES UP TO 200 MILES.



In consequence of the complexity of many of the conveyance rates (many of them requiring four separate sums in multiplication, and one in addition), it has been thought desirable to give the more important rates worked out, so that the conveyance rate for any distance up to 200 miles may be ascertained at a glance.

In the following tables the more important rates in the various classes will be found arranged in order of magnitude.

In selecting the rates to be worked out only the more complex have been chosen, and so all rates which are the same for all distances, and only require a single process of multiplication in order to ascertain them have been omitted.

The figures opposite the mileage distances give the conveyance rates only, so that all terminals and special charges, such as charges for collection and delivery, &c., must be added to them in order to arrive at the gross maximum chargeable.







CLASS A.—Terminals where chargeable are to be added. Class A. Station terminal at each end, 3d.

RATE.—First 20 miles, 1.00d.—next 30 miles, 0.85d.—next 50 miles, 0.50d.—remainder of distance, 0.40d.

Maximum rate for Conveyance. First 20 miles at 1d. per mile. s. d.		Maximum rate for Conveyance. Next 50 miles at 0.50d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 0.40d. per mile. s. d.	
1 mile	0 1	51 miles	3 10.00	101 miles	5 10.90
2 "	0 2	52 "	3 10.50	102 "	5 11.30
3 "	0 3	53 "	3 11.	103 "	5 11.70
4 "	0 4	54 "	3 11.50	104 "	6 0.10
5 "	0 5	55 "	4 0.	105 "	6 0.50
6 "	0 6	56 "	4 0.50	106 "	6 0.90
7 "	0 7	57 "	4 1.	107 "	6 1.30
8 "	0 8	58 "	4 1.50	108 "	6 1.70
9 "	0 9	59 "	4 2.	109 "	6 2.10
10 "	0 10	60 "	4 2.50	110 "	6 2.50
11 "	0 11	61 "	4 3.	111 "	6 2.90
12 "	1 0	62 "	4 3.50	112 "	6 3.30
13 "	1 1	63 "	4 4.	113 "	6 3.70
14 "	1 2	64 "	4 4.50	114 "	6 4.10
15 "	1 3	65 "	4 5.	115 "	6 4.50
16 "	1 4	66 "	4 5.50	116 "	6 4.90
17 "	1 5	67 "	4 6.	117 "	6 5.30
18 "	1 6	68 "	4 6.50	118 "	6 5.70
19 "	1 7	69 "	4 7.	119 "	6 6.10
20 "	1 8	70 "	4 7.50	120 "	6 6.50

Maximum rate for Conveyance. Remainder at 0.40d. per mile. s. d.	
151 miles	7 6.90
152 "	7 7.30
153 "	7 7.70
154 "	7 8.10
155 "	7 8.50
156 "	7 8.90
157 "	7 9.30
158 "	7 9.70
159 "	7 10.10
160 "	7 10.50
161 "	7 10.90
162 "	7 11.30
163 "	7 11.70
164 "	8 0.10
165 "	8 0.50
166 "	8 0.90
167 "	8 1.30
168 "	8 1.70
169 "	8 2.10
170 "	8 2.50

Next 30 miles at 0·85d. per mile																			
21 miles.....	1	8·85	71 miles.....	4	8·00	121 miles .....	6	6·90	171 miles .....	8	2·90								
22 „	1	9·70	72 „	4	8·50	122 „	6	7·30	172 „	8	3·30								
23 „	1	10·55	73 „	4	9·	123 „	6	7·70	173 „	8	3·70								
24 „	1	11·40	74 „	4	9·60	124 „	6	8·10	174 „	8	4·10								
25 „	2	0·35	75 „	4	10·	125 „	6	8·50	175 „	8	4·50								
26 „	2	1·10	76 „	4	10·50	126 „	6	8·90	176 „	8	4·90								
27 „	2	1·95	77 „	4	11·	127 „	6	9·30	177 „	8	5·30								
28 „	2	2·80	78 „	4	11·60	128 „	6	9·70	178 „	8	5·70								
29 „	2	3·65	79 „	5	0·	129 „	6	10·10	179 „	8	6·10								
30 „	2	4·50	80 „	5	0·50	130 „	6	10·50	180 „	8	6·50								
31 „	2	5·35	81 „	5	1·	131 „	6	10·90	181 „	8	6·90								
32 „	2	6·20	82 „	5	1·60	132 „	6	11·30	182 „	8	7·30								
33 „	2	7·05	83 „	5	2·	133 „	6	11·70	183 „	8	7·70								
34 „	2	7·90	84 „	5	2·50	134 „	7	0·10	184 „	8	8·10								
35 „	2	8·75	85 „	5	3·	135 „	7	0·50	185 „	8	8·50								
36 „	2	9·60	86 „	5	3·50	136 „	7	0·90	186 „	8	8·90								
37 „	2	10·45	87 „	5	4·	137 „	7	1·30	187 „	8	9·30								
38 „	2	11·30	88 „	5	4·50	138 „	7	1·70	188 „	8	9·70								
39 „	3	0·15	89 „	5	5·	139 „	7	2·10	189 „	8	10·10								
40 „	3	1·	90 „	5	5·50	140 „	7	2·50	190 „	8	10·50								
41 „	3	1·85	91 „	5	6·	141 „	7	2·90	191 „	8	10·90								
42 „	3	2·70	92 „	5	6·50	142 „	7	3·30	192 „	8	11·30								
43 „	3	3·55	93 „	5	7·	143 „	7	3·70	193 „	8	11·70								
44 „	3	4·40	94 „	5	7·50	144 „	7	4·10	194 „	9	0·10								
45 „	3	5·25	95 „	5	8·	145 „	7	4·50	195 „	9	0·50								
46 „	3	6·10	96 „	5	8·50	146 „	7	4·90	196 „	9	0·90								
47 „	3	6·95	97 „	5	9·	147 „	7	5·30	197 „	9	1·30								
48 „	3	7·80	98 „	5	9·50	148 „	7	5·70	198 „	9	1·70								
49 „	3	8·65	99 „	5	10·	149 „	7	6·10	199 „	9	2·10								
50 „	3	9·50	100 „	5	10·50	150 „	7	6·50	200 „	9	2·50								

CLASS A.—*Terminals where chargeable are to be added. Class A. Station terminal at each end, 3d.*

RATE.—First 20 miles, 1.15d.—next 30 miles, 0.90d.—next 50 miles, 0.45d.—remainder of distance, 0.40d.

Maximum rate for Conveyance. First 20 miles at 1.15d. per mile.		Maximum rate for Conveyance. Next 50 miles at 0.45d. per mile.		Maximum rate for Conveyance. Remainder at 0.40d. per mile.		Maximum rate for Conveyance. Remainder at 0.40d. per mile.	
s.	d.	s.	d.	s.	d.	s.	d.
1 mile	0 1.15	51 miles	4 2.45	101 miles	6 0.90	151 miles	7 8.90
2 "	0 2.30	52 "	4 2.90	102 "	6 1.30	152 "	7 9.30
3 "	0 3.45	53 "	4 3.35	103 "	6 1.70	153 "	7 9.70
4 "	0 4.60	54 "	4 3.80	104 "	6 2.10	154 "	7 10.10
5 "	0 5.75	55 "	4 4.25	105 "	6 2.50	155 "	7 10.50
6 "	0 6.90	56 "	4 4.70	106 "	6 2.90	156 "	7 10.90
7 "	0 8.05	57 "	4 5.15	107 "	6 3.30	157 "	7 11.30
8 "	0 9.20	58 "	4 5.60	108 "	6 3.70	158 "	7 11.70
9 "	0 10.35	59 "	4 6.05	109 "	6 4.10	159 "	8 0.10
10 "	0 11.50	60 "	4 6.50	110 "	6 4.50	160 "	8 0.50
11 "	1 0.65	61 "	4 6.95	111 "	6 4.90	161 "	8 0.90
12 "	1 1.80	62 "	4 7.40	112 "	6 5.30	162 "	8 1.30
13 "	1 2.95	63 "	4 7.85	113 "	6 5.70	163 "	8 1.70
14 "	1 4.10	64 "	4 8.30	114 "	6 6.10	164 "	8 2.10
15 "	1 5.25	65 "	4 8.75	115 "	6 6.50	165 "	8 2.50
16 "	1 6.40	66 "	4 9.20	116 "	6 6.90	166 "	8 2.90
17 "	1 7.55	67 "	4 9.65	117 "	6 7.30	167 "	8 3.30
18 "	1 8.70	68 "	4 10.10	118 "	6 7.70	168 "	8 3.70
19 "	1 9.85	69 "	4 10.55	119 "	6 8.10	169 "	8 4.10
20 "	1 11.	70 "	4 11.	120 "	6 8.50	170 "	8 4.50

Next 30 miles at 0.90d. per mile.											
21 miles	.....	1 11.30	71 miles	.....	4 11.45	121 miles	.....	6 8.97	171 miles	.....	8 4.90
22	„	.....	72	„	.....	122	„	.....	172	„	.....
23	„	.....	73	„	.....	123	„	.....	173	„	.....
24	„	.....	74	„	.....	124	„	.....	174	„	.....
25	„	.....	75	„	.....	125	„	.....	175	„	.....
26	„	.....	76	„	.....	126	„	.....	176	„	.....
27	„	.....	77	„	.....	127	„	.....	177	„	.....
28	„	.....	78	„	.....	128	„	.....	178	„	.....
29	„	.....	79	„	.....	129	„	.....	179	„	.....
30	„	.....	80	„	.....	130	„	.....	180	„	.....
31	„	.....	81	„	.....	131	„	.....	181	„	.....
32	„	.....	82	„	.....	132	„	.....	182	„	.....
33	„	.....	83	„	.....	133	„	.....	183	„	.....
34	„	.....	84	„	.....	134	„	.....	184	„	.....
35	„	.....	85	„	.....	135	„	.....	185	„	.....
36	„	.....	86	„	.....	136	„	.....	186	„	.....
37	„	.....	87	„	.....	137	„	.....	187	„	.....
38	„	.....	88	„	.....	138	„	.....	188	„	.....
39	„	.....	89	„	.....	139	„	.....	189	„	.....
40	„	.....	90	„	.....	140	„	.....	190	„	.....
41	„	.....	91	„	.....	141	„	.....	191	„	.....
42	„	.....	92	„	.....	142	„	.....	192	„	.....
43	„	.....	93	„	.....	143	„	.....	193	„	.....
44	„	.....	94	„	.....	144	„	.....	194	„	.....
45	„	.....	95	„	.....	145	„	.....	195	„	.....
46	„	.....	96	„	.....	146	„	.....	196	„	.....
47	„	.....	97	„	.....	147	„	.....	197	„	.....
48	„	.....	98	„	.....	148	„	.....	198	„	.....
49	„	.....	99	„	.....	149	„	.....	199	„	.....
50	„	.....	100	„	.....	150	„	.....	200	„	.....

CLASS A.—Terminals where chargeable are to be added. Class A. Station Terminal at each end, 3d.

RATE.—First 20 miles, 1.50d.—next 30 miles, 0.90d.—next 50 miles, 0.40d.—remainder of distance, 0.35d.

Maximum rate for Conveyance. First 20 miles at 1.50d. per mile. s. d.		Maximum rate for Conveyance. Next 50 miles at 0.40d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 0.35d. per mile. s. d.	
1 mile	0 1.50	51 miles	4 9.40	151 miles	7 10.85
2 "	0 3.	52 "	4 9.80	152 "	7 11.20
3 "	0 4.50	53 "	4 10.20	153 "	7 11.55
4 "	0 6.	54 "	4 10.60	154 "	7 11.90
5 "	0 7.50	55 "	4 11.	155 "	8 0.25
6 "	0 9.	56 "	4 11.40	156 "	8 0.60
7 "	0 10.50	57 "	4 11.80	157 "	8 0.95
8 "	1 0.	58 "	5 0.20	158 "	8 1.30
9 "	1 1.50	59 "	5 0.60	159 "	8 1.65
10 "	1 3.	60 "	5 1.	160 "	8 2.
11 "	1 4.50	61 "	5 1.40	161 "	8 2.35
12 "	1 6.	62 "	5 1.80	162 "	8 2.70
13 "	1 7.50	63 "	5 2.20	163 "	8 3.05
14 "	1 9.	64 "	5 2.60	164 "	8 3.40
15 "	1 10.50	65 "	5 3.	165 "	8 3.75
16 "	2 0.	66 "	5 3.40	166 "	8 4.10
17 "	2 1.50	67 "	5 3.80	167 "	8 4.45
18 "	2 3.	68 "	5 4.20	168 "	8 4.80
19 "	2 4.50	69 "	5 4.60	169 "	8 5.15
20 ..	2 6.	70 "	5 5.	170 "	8 5.50

21 miles	.....	2	6.50	71 miles	.....	5	5.10	121 miles	.....	7	0.35	171 miles	.....	8	5.55
22	”	2	7.50	72	”	5	5.50	122	”	7	0.70	172	”	8	6.20
23	”	2	8.70	73	”	5	6.20	123	”	7	1.05	173	”	8	6.55
24	”	2	9.50	74	”	5	6.50	124	”	7	1.40	174	”	8	6.90
25	”	2	10.50	75	”	5	7.	125	”	7	1.75	175	”	8	7.25
26	”	2	11.40	76	”	5	7.40	126	”	7	2.10	176	”	8	7.60
27	”	3	0.30	77	”	5	7.80	127	”	7	2.45	177	”	8	7.95
28	”	3	1.20	78	”	5	8.20	128	”	7	2.80	178	”	8	8.30
29	”	3	2.10	79	”	5	8.50	129	”	7	3.15	179	”	8	8.65
30	”	3	3.	80	”	5	9.	130	”	7	3.50	180	”	8	9.
31	”	3	3.30	81	”	5	9.40	131	”	7	3.85	181	”	8	9.35
32	”	3	4.20	82	”	5	9.80	132	”	7	4.20	182	”	8	9.70
33	”	3	5.70	83	”	5	10.20	133	”	7	4.55	183	”	8	10.05
34	”	3	6.50	84	”	5	10.50	134	”	7	4.90	184	”	8	10.40
35	”	3	7.50	85	”	5	11.	135	”	7	5.25	185	”	8	10.75
36	”	3	8.40	86	”	5	11.40	136	”	7	5.60	186	”	8	11.10
37	”	3	9.30	87	”	5	11.80	137	”	7	5.95	187	”	8	11.45
38	”	3	10.20	88	”	6	0.20	138	”	7	6.30	188	”	8	11.80
39	”	3	11.10	89	”	6	0.50	139	”	7	6.65	189	”	9	0.15
40	”	4	0.	90	”	6	1.	140	”	7	7.	190	”	9	0.50
41	”	4	0.30	91	”	6	1.40	141	”	7	7.35	191	”	9	0.85
42	”	4	1.20	92	”	6	1.80	142	”	7	7.70	192	”	9	1.20
43	”	4	2.70	93	”	6	2.20	143	”	7	8.05	193	”	9	1.55
44	”	4	3.50	94	”	6	2.50	144	”	7	8.40	194	”	9	1.90
45	”	4	4.50	95	”	6	3.	145	”	7	8.75	195	”	9	2.25
46	”	4	5.40	96	”	6	3.40	146	”	7	9.10	196	”	9	2.60
47	”	4	6.30	97	”	6	3.80	147	”	7	9.45	197	”	9	2.95
48	”	4	7.20	98	”	6	4.20	148	”	7	9.80	198	”	9	3.30
49	”	4	8.10	99	”	6	4.50	149	”	7	10.15	199	”	9	3.65
50	”	4	9.	100	”	6	5.	150	”	7	10.50	200	”	9	4.

Class A.—Terminals where chargeable are to be added. Class A. Station terminal at each end, 3d.

RATE.—First 20 miles, 1.50d.—next 30 miles, 0.95d.—next 50 miles, 0.75d.—remainder of distance, 0.60d.

APPENDIX D.

Class A.

Maximum rate for Conveyance. First 20 miles at 1.50d. per mile.		Maximum rate for Conveyance. Next 50 miles at 0.75d. per mile.		Maximum rate for Conveyance. Remainder at 0.60d. per mile.							
s.	d.	s.	d.	s.	d.						
1	mile	0	1.50	51	miles	4	11.25	151	miles	10	6.60
2	"	0	3.	52	"	5	0.	152	"	10	7.20
3	"	0	4.50	53	"	5	0.75	153	"	10	7.80
4	"	0	6.	54	"	5	1.50	154	"	10	8.40
5	"	0	7.50	55	"	5	2.25	155	"	10	9.
6	"	0	9.	56	"	5	3.	156	"	10	9.60
7	"	0	10.50	57	"	5	3.75	157	"	10	10.20
8	"	1	0.	58	"	5	4.50	158	"	10	10.80
9	"	1	1.50	59	"	5	5.25	159	"	10	1.40
10	"	1	3.	60	"	5	6.	160	"	11	0.
11	"	1	4.50	61	"	5	6.75	161	"	11	0.60
12	"	1	6.	62	"	5	7.50	162	"	11	1.20
13	"	1	7.50	63	"	5	8.25	163	"	11	1.80
14	"	1	9.	64	"	5	9.	164	"	11	2.40
15	"	1	10.50	65	"	5	9.75	165	"	11	3.
16	"	2	0.	66	"	5	10.50	166	"	11	3.60
17	"	2	1.50	67	"	5	11.25	167	"	11	4.20
18	"	2	3.	68	"	6	0.	168	"	11	4.80
19	"	2	4.50	69	"	6	0.75	169	"	11	5.40
20	"	2	6.	70	"	6	1.50	170	"	11	6.

APPENDIX D.

Class A.

D. Next 30 miles at 0.95d., per mile.

21 miles.....	2	6.95
22 "	2	7.90
23 "	2	8.85
24 "	2	9.80
25 "	2	10.75
26 "	2	11.70
27 "	3	0.65
28 "	3	1.60
29 "	3	2.55
30 "	3	3.50
31 "	3	2.45
32 "	3	3.40
33 "	3	4.35
34 "	3	5.30
35 "	3	6.25
36 "	3	7.20
37 "	3	8.15
38 "	3	9.10
39 "	3	10.05
40 "	4	1.
41 "	4	1.95
42 "	4	2.90
43 "	4	3.85
44 "	4	4.80
45 "	4	5.75
46 "	4	6.70
47 "	4	7.65
48 "	4	8.60
49 "	4	9.55
50 "	4	10.50

71 miles.....	6	2.25
72 "	6	3.
73 "	6	3.75
74 "	6	4.50
75 "	6	5.25
76 "	6	6.
77 "	6	6.75
78 "	6	7.50
79 "	6	8.25
80 "	6	9.
81 "	6	9.75
82 "	6	10.50
83 "	6	11.25
84 "	7	0.
85 "	7	0.75
86 "	7	1.50
87 "	7	2.25
88 "	7	3.
89 "	7	3.75
90 "	7	4.50
91 "	7	5.25
92 "	7	6.
93 "	7	6.75
94 "	7	7.50
95 "	7	8.25
96 "	7	9.
97 "	7	9.75
98 "	7	10.50
99 "	7	11.25
100 "	8	0.

121 miles.....	9	0.60
122 "	9	1.20
123 "	9	1.80
124 "	9	2.40
125 "	9	3.
126 "	9	3.60
127 "	9	4.20
128 "	9	4.80
129 "	9	5.40
130 "	9	6.
131 "	9	6.60
132 "	9	7.20
133 "	9	7.80
134 "	9	8.40
135 "	9	9.
136 "	9	9.60
137 "	9	10.20
138 "	9	10.80
139 "	9	11.40
140 "	10	0.
141 "	10	0.60
142 "	10	1.20
143 "	10	1.80
144 "	10	2.40
145 "	10	3.
146 "	10	3.60
147 "	10	4.20
148 "	10	4.80
149 "	10	5.40
150 "	10	6.

First 20..1.50d.—next 30..0.95d.—next 50..0.75d.—rest 0.60d. 481

171 miles.....	11	6.60
172 "	11	7.20
173 "	11	7.80
174 "	11	8.40
175 "	11	9.
176 "	11	9.60
177 "	11	10.20
178 "	11	10.80
179 "	11	11.40
180 "	12	0.
181 "	12	0.60
182 "	12	1.20
183 "	12	1.80
184 "	12	2.40
185 "	12	3.
186 "	12	3.60
187 "	12	4.20
188 "	12	4.80
189 "	12	5.40
190 "	12	6.
191 "	12	6.60
192 "	12	7.20
193 "	12	7.80
194 "	12	8.40
195 "	12	9.
196 "	12	9.60
197 "	12	10.20
198 "	12	10.80
199 "	12	11.40
200 "	13	0.



CLASS A.—Terminals where chargeable are to be added. Class A. Station terminal at each end, 3d.  
(a) To 70 Miles.

RATE (a).—First 10 miles, 1.75d.—next 10 miles, 1.25d.—next 15 miles, 0.75d.—remainder of distance, 0.60d.

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 10 miles at 1.75d. per mile.		Next 10 miles, &c.—continued.		Next 10 miles, &c.—continued.		Remainder at 0.60d. per mile.	
s.	d.	s.	d.	s.	d.	s.	d.
1 mile	0 1.75	18 miles	2 3.50	36 miles	3 5.85	64 miles	4 4.85
2 "	0 3.50	19 "	2 4.75	37 "	3 6.45	55 "	4 5.25
3 "	0 5.25	20 "	2 6.	38 "	3 7.05	56 "	4 5.85
4 "	0 7.00	Next 15 miles at 0.75d. per mile.		39 "	3 7.65	57 "	4 6.45
5 "	0 8.75	21 miles	2 6.75	40 "	3 8.25	58 "	4 7.05
6 "	0 10.50	22 "	2 7.50	41 "	3 8.85	59 "	4 7.65
7 "	1 0.25	23 "	2 8.25	42 "	3 9.45	60 "	4 8.25
8 "	1 2.	24 "	2 9.	43 "	3 10.05	61 "	4 8.85
9 "	1 3.75	25 "	2 9.75	44 "	3 10.65	62 "	4 9.45
10 "	1 5.50	26 "	2 10.50	45 "	3 11.25	63 "	4 10.05
Next 10 miles at 1.25d. per mile.		27 "	2 11.25	46 "	3 11.85	64 "	4 10.65
11 miles	1 6.75	28 "	3 0.	47 "	4 0.45	65 "	4 11.25
12 "	1 8.	29 "	3 0.75	48 "	4 1.05	66 "	4 11.85
13 "	1 9.35	30 "	3 1.50	49 "	4 1.65	67 "	5 0.45
14 "	1 10.50	31 "	3 2.25	50 "	4 2.25	68 "	5 1.05
15 "	1 11.75	32 "	3 3.	51 "	4 2.85	69 "	5 1.65
16 "	2 1.	33 "	3 3.75	52 "	4 3.45	70 "	5 2.25
17 "	2 2.25	34 "	3 4.50	53 "	4 4.05		
		35 "	3 5.25				

(b) *First 10..1.75d.—next 10..1.25d.—next 10..0.75d.—rest 0.50d.* 483

Class A.—Terminals where chargeable are to be added: Class A. Station terminal at each end, 3d.

(b) To 60 Miles.

Rate (b).—First 10 miles, 1.75d.—next 10 miles, 1.25d.—next 10 miles, 0.75d.—remainder of distance, 0.50d.

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 10 miles at 1.75d. per mile.		Next 10 miles, &c.—continued.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
s.	d.	s.	d.	Remainder at 0.50d. per mile.		Remainder at 0.50d. per mile.	
1 mile	0 1.75	16 miles	2 1.00	31 miles	3 2.00	46 miles	3 9.50
2 "	0 3.50	17 "	2 2.25	32 "	3 2.50	47 "	3 10.
3 "	0 5.25	18 "	2 3.50	33 "	3 3.	48 "	3 10.50
4 "	0 7.	19 "	2 4.75	34 "	3 3.50	49 "	3 11.
5 "	0 8.75	20 "	2 6.	35 "	3 4.	50 "	3 11.50
6 "	0 10.50	Next 10 miles at 0.75d. per mile.		36 "	3 4.50	51 "	4 0.
7 "	1 0.25	21 miles	2 6.75	37 "	3 5.	52 "	4 0.50
8 "	1 2.	22 "	2 7.50	38 "	3 5.50	53 "	4 1.
9 "	1 3.75	23 "	2 8.25	39 "	3 6.	54 "	4 1.50
10 "	1 5.50	24 "	2 9.	40 "	3 6.50	55 "	4 2.
Next 10 miles at 1.25d. per mile.		25 "	2 9.75	41 "	3 7.	56 "	4 2.50
11 miles	1 6.75	26 "	2 10.50	42 "	3 7.50	57 "	4 3.
12 "	1 8.	27 "	2 11.25	43 "	3 8.	58 "	4 3.50
13 "	1 9.25	28 "	3 0.	44 "	3 8.50	59 "	4 4.
14 "	1 10.50	29 "	3 0.75	45 "	3 9.	60 "	4 4.50
15 "	1 11.75	30 "	3 1.50				

Class B.—Terminals where chargeable are to be added. Class B. Station terminal at each end, 6d.

RATE.—First 20 miles, 1.25d.—next 30 miles, 1.00d.—next 50 miles, 0.80d.—remainder of distance, 0.50d.

Maximum rate for Conveyance. First 20 miles at 1.25d. per mile. s. d.		Maximum rate for Conveyance. Next 50 miles at 0.80d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 0.50d. per mile. s. d.	
1 mile	0 1.25	51 miles	4 7.80	151 miles	10 0.50
2 "	0 2.50	52 "	4 8.60	152 "	10 1.
3 "	0 3.75	53 "	4 9.40	153 "	10 1.50
4 "	0 5.	54 "	4 10.20	154 "	10 2.
5 "	0 6.25	55 "	4 11.	155 "	10 2.50
6 "	0 7.50	56 "	4 11.80	156 "	10 3.
7 "	0 8.75	57 "	5 0.60	157 "	10 3.50
8 "	0 10.	58 "	5 1.40	158 "	10 4.
9 "	0 11.25	59 "	5 2.20	159 "	10 4.50
10 "	1 0.50	60 "	5 3.	160 "	10 5.
11 "	1 1.75	61 "	5 3.80	161 "	10 5.50
12 "	1 3.	62 "	5 4.40	162 "	10 6.
13 "	1 4.25	63 "	5 5.40	163 "	10 6.50
14 "	1 5.50	64 "	5 6.20	164 "	10 7.
15 "	1 6.75	65 "	5 7.	165 "	10 7.50
16 "	1 8.	66 "	5 7.80	166 "	10 8.
17 "	1 9.25	67 "	5 8.60	167 "	10 8.50
18 "	1 10.00	68 "	5 9.40	168 "	10 9.
19 "	1 11.75	69 "	5 10.20	169 "	10 9.50
20 "	2 1.	70 "	5 11.	170 "	10 10.

APPENDIX D.

Class B.

Table with 2 columns: Line number (21-50), Time (Next 30 miles at 1'00d., per mile).

Table with 2 columns: Line number (71-100), Time (71 miles, 5 11.80 to 7 11).

Table with 2 columns: Line number (121-150), Time (121 miles, 8 9.50 to 10 0).

Table with 2 columns: Line number (171-200), Time (171 miles, 10 10.50 to 12 1).

CLASS B.—Terminals where chargeable are to be added. Class B. Station terminal at each end, 6d.

RATE.—First 20 miles, 1.40d.—next 30 miles, 1.00d.—next 50 miles, 0.80d.—remainder of distance, 0.50d.

Maximum rate for Conveyance. First 20 miles at 1.40d. per mile. s. d.		Maximum rate for Conveyance. Next 50 miles at 0.80d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 0.50d. per mile. s. d.	
1 mile	0 1.40	51 miles	4 10.80	151 miles	10 3.50
2 "	0 2.80	52 "	4 11.60	152 "	10 4.
3 "	0 4.20	53 "	5 0.40	153 "	10 4.50
4 "	0 5.60	54 "	5 1.20	154 "	10 5.
5 "	0 7.	55 "	5 2.	155 "	10 5.50
6 "	0 8.40	56 "	5 2.80	156 "	10 6.
7 "	0 9.80	57 "	5 3.60	157 "	10 6.50
8 "	0 11.20	58 "	5 4.40	158 "	10 7.
9 "	1 0.60	59 "	5 5.20	159 "	10 7.50
10 "	1 2.	60 "	5 6.	160 "	10 8.
11 "	1 3.40	61 "	5 6.80	161 "	10 8.50
12 "	1 4.80	62 "	5 7.60	162 "	10 9.
13 "	1 6.20	63 "	5 8.40	163 "	10 9.50
14 "	1 7.60	64 "	5 9.20	164 "	10 10.
15 "	1 9.	65 "	5 10.	165 "	10 10.50
16 "	1 10.40	66 "	5 10.80	166 "	10 11.
17 "	1 11.80	67 "	5 11.60	167 "	10 11.50
18 "	2 1.20	68 "	6 0.40	168 "	11 0.
19 "	2 2.60	69 "	6 1.20	169 "	11 0.50
20 "	2 4.	70 "	6 2.	170 "	11 1.

APPENDIX D.

Class B.

Next 30 miles at 1.00d. per mile.

21 miles	.....	2	5.00
22	"	2	6.
23	"	2	7.
24	"	2	8.
25	"	2	9.
26	"	2	10.
27	"	2	11.
28	"	3	0.
29	"	3	1.
30	"	3	2.
31	"	3	3.
32	"	3	4.
33	"	3	5.
34	"	3	6.
35	"	3	7.
36	"	3	8.
37	"	3	9.
38	"	3	10.
39	"	3	11.
40	"	4	0.
41	"	4	1.
42	"	4	2.
43	"	4	3.
44	"	4	4.
45	"	4	5.
46	"	4	6.
47	"	4	7.
48	"	4	8.
49	"	4	9.
50	"	4	10.

71 miles	.....	6	2.80
72	"	6	3.60
73	"	6	4.40
74	"	6	5.20
75	"	6	6.
76	"	6	6.80
77	"	6	7.60
78	"	6	8.40
79	"	6	9.20
80	"	6	10.
81	"	6	10.80
82	"	6	11.60
83	"	7	0.40
84	"	7	1.20
85	"	7	2.
86	"	7	2.80
87	"	7	3.60
88	"	7	4.40
89	"	7	5.20
90	"	7	6.
91	"	7	6.80
92	"	7	7.60
93	"	7	8.40
94	"	7	9.20
95	"	7	10.
96	"	7	10.80
97	"	7	11.60
98	"	8	0.40
99	"	8	1.20
100	"	8	2.

121 miles	.....	9	0.50
122	"	9	1.
123	"	9	1.50
124	"	9	2.
125	"	9	2.50
126	"	9	3.
127	"	9	3.50
128	"	9	4.
129	"	9	4.50
130	"	9	5.
131	"	9	5.50
132	"	9	6.
133	"	9	6.50
134	"	9	7.
135	"	9	7.50
136	"	9	8.
137	"	9	8.50
138	"	9	9.
139	"	9	9.50
140	"	9	10.
141	"	9	10.50
142	"	9	11.
143	"	9	11.50
144	"	10	0.
145	"	10	0.50
146	"	10	1.
147	"	10	1.50
148	"	10	2.
149	"	10	2.50
150	"	10	3.

171 miles	.....	11	1.50
172	"	11	2.
173	"	11	2.50
174	"	11	3.
175	"	11	3.50
176	"	11	4.
177	"	11	4.50
178	"	11	5.
179	"	11	5.50
180	"	11	6.
181	"	11	6.50
182	"	11	7.
183	"	11	7.50
184	"	11	8.
185	"	11	8.50
186	"	11	9.
187	"	11	9.50
188	"	11	10.
189	"	11	10.50
190	"	11	11.
191	"	11	11.50
192	"	12	0.
193	"	12	0.50
194	"	12	1.
195	"	12	1.50
196	"	12	2.
197	"	12	2.50
198	"	12	3.
199	"	12	3.50
200	"	12	4.

CLASS B.—Terminals where chargeable are to be added. Class B. Station Terminal at each end, 6d.

RATE.—First 20 miles, 1.40d.—next 30 miles, 1.05d.—next 50 miles, 0.80d.—remainder of distance, 0.55d.

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 20 miles at 1.40d. per mile.		Next 50 miles at 0.80d. per mile.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
s.	d.	s.	d.	s.	d.	s.	d.
1 mile	0 1.40	51 miles	5 0.30	101 miles	8 4.05	151 miles	10 7.55
2 "	0 2.80	52 "	5 1.10	102 "	8 4.60	152 "	10 8.10
3 "	0 4.20	53 "	5 1.90	103 "	8 5.15	153 "	10 8.65
4 "	0 5.60	54 "	5 2.70	104 "	8 5.70	154 "	10 9.20
5 "	0 7.	55 "	5 3.50	105 "	8 6.25	155 "	10 9.75
6 "	0 8.40	56 "	5 4.30	106 "	8 6.80	156 "	10 10.30
7 "	0 9.80	57 "	5 5.10	107 "	8 7.35	157 "	10 10.85
8 "	0 11.20	58 "	5 5.90	108 "	8 7.90	158 "	10 11.40
9 "	1 0.60	59 "	5 6.70	109 "	8 8.45	159 "	10 11.95
10 "	1 2.	60 "	5 7.50	110 "	8 9.	160 "	11 0.50
11 "	1 3.40	61 "	5 8.30	111 "	8 9.55	161 "	11 1.05
12 "	1 4.80	62 "	5 9.10	112 "	8 10.10	162 "	11 1.60
13 "	1 6.20	63 "	5 9.90	113 "	8 10.65	163 "	11 2.15
14 "	1 7.60	64 "	5 10.70	114 "	8 11.20	164 "	11 2.70
15 "	1 9.	65 "	5 11.50	115 "	8 11.75	165 "	11 3.25
16 "	1 10.40	66 "	6 0.30	116 "	9 0.30	166 "	11 3.80
17 "	1 11.80	67 "	6 1.10	117 "	9 0.85	167 "	11 4.35
18 "	2 1.20	68 "	6 1.90	118 "	9 1.40	168 "	11 4.90
19 "	2 2.60	69 "	6 2.70	119 "	9 1.95	169 "	11 5.45
20 "	2 4.	70 "	6 3.50	120 "	9 2.50	170 "	11 6.

171 miles	.....	11	6.55
172	„	.....	11 7.10
173	„	.....	11 7.65
174	„	.....	11 8.20
175	„	.....	11 8.75
176	„	.....	11 9.30
177	„	.....	11 9.85
178	„	.....	11 10.40
179	„	.....	11 10.95
180	„	.....	11 11.50
181	„	.....	12 0.05
182	„	.....	12 0.60
183	„	.....	12 1.15
184	„	.....	12 1.70
185	„	.....	12 2.25
186	„	.....	12 2.80
187	„	.....	12 3.35
188	„	.....	12 3.90
189	„	.....	12 4.45
190	„	.....	12 5.
191	„	.....	12 5.55
192	„	.....	12 6.10
193	„	.....	12 6.65
194	„	.....	12 7.20
195	„	.....	12 7.75
196	„	.....	12 8.30
197	„	.....	12 8.85
198	„	.....	12 9.40
199	„	.....	12 9.95
200	„	.....	12 10.50

121 miles	.....	9	3.05
122	„	.....	9 3.60
123	„	.....	9 4.15
124	„	.....	9 4.70
125	„	.....	9 5.25
126	„	.....	9 5.80
127	„	.....	9 6.35
128	„	.....	9 6.90
129	„	.....	9 7.45
130	„	.....	9 8.
131	„	.....	9 8.55
132	„	.....	9 9.10
133	„	.....	9 9.65
134	„	.....	9 10.20
135	„	.....	9 10.75
136	„	.....	9 11.30
137	„	.....	9 11.85
138	„	.....	10 0.40
139	„	.....	10 0.95
140	„	.....	10 1.50
141	„	.....	10 2.05
142	„	.....	10 2.60
143	„	.....	10 3.15
144	„	.....	10 3.70
145	„	.....	10 4.25
146	„	.....	10 4.80
147	„	.....	10 5.35
148	„	.....	10 5.90
149	„	.....	10 6.45
150	„	.....	10 7.

71 miles	.....	6	4.30
72	„	.....	6 5.10
73	„	.....	6 5.90
74	„	.....	6 6.70
75	„	.....	6 7.50
76	„	.....	6 8.30
77	„	.....	6 9 10
78	„	.....	6 9.90
79	„	.....	6 10.70
80	„	.....	6 11.50
81	„	.....	7 0.30
82	„	.....	7 1.10
83	„	.....	7 1.90
84	„	.....	7 2.70
85	„	.....	7 3.50
86	„	.....	7 4.30
87	„	.....	7 5.10
88	„	.....	7 5.90
89	„	.....	7 6.70
90	„	.....	7 7.50
91	„	.....	7 8.30
92	„	.....	7 9.10
93	„	.....	7 9.90
94	„	.....	7 10.70
95	„	.....	7 11.50
96	„	.....	8 0.30
97	„	.....	8 1.10
98	„	.....	8 1.90
99	„	.....	8 2.70
100	„	.....	8 3.50

21 miles	.....	2	5.05
22	„	.....	2 6.10
23	„	.....	2 7.15
24	„	.....	2 8.20
25	„	.....	2 9.25
26	„	.....	2 10.30
27	„	.....	2 11.35
28	„	.....	3 0.40
29	„	.....	3 1.45
30	„	.....	3 2.50
31	„	.....	3 3.55
32	„	.....	3 4.60
33	„	.....	3 5.65
34	„	.....	3 6.70
35	„	.....	3 7.75
36	„	.....	3 8.80
37	„	.....	3 9.85
38	„	.....	3 10.90
39	„	.....	3 11.95
40	„	.....	4 1.
41	„	.....	4 2.05
42	„	.....	4 3.10
43	„	.....	4 4.15
44	„	.....	4 5.20
45	„	.....	4 6.25
46	„	.....	4 7.30
47	„	.....	4 8.35
48	„	.....	4 9.40
49	„	.....	4 10.45
50	„	.....	4 11.50



CLASS B.—*Terminals where chargeable are to be added. Class B. Station terminal at each end, 6d.*

RATE.—First 20 miles, 1·60*d.*—next 30 miles, 1·10*d.*—next 50 miles, 0·85*d.*—remainder of distance, 0·70*d.*

Maximum rate for Conveyance. First 20 miles at 1·60 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Next 50 miles at 0·85 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Remainder at 0·70 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Remainder at 0·70 <i>d.</i> per mile. <i>s. d.</i>	
1 mile	0 1·60	51 miles	5 5·85	101 miles	9 0·20	151 miles	11 11·20
2 "	0 3·20	52 "	5 6·70	102 "	9 0·90	152 "	11 11·90
3 "	0 4·80	53 "	5 7·55	103 "	9 1·60	153 "	12 0·60
4 "	0 6·40	54 "	5 8·40	104 "	9 2·30	154 "	12 1·30
5 "	0 8·00	55 "	5 9·25	105 "	9 3·00	155 "	12 2·00
6 "	0 9·60	56 "	5 10·10	106 "	9 3·70	156 "	12 2·70
7 "	0 11·20	57 "	5 10·95	107 "	9 4·40	157 "	12 3·40
8 "	1 0·80	58 "	5 11·80	108 "	9 5·10	158 "	12 4·10
9 "	1 2·40	59 "	6 0·65	109 "	9 5·80	159 "	12 4·80
10 "	1 4·00	60 "	6 1·50	110 "	9 6·50	160 "	12 5·50
11 "	1 5·60	61 "	6 2·35	111 "	9 7·20	161 "	12 6·20
12 "	1 7·20	62 "	6 3·20	112 "	9 7·90	162 "	12 6·90
13 "	1 8·80	63 "	6 4·05	113 "	9 8·60	163 "	12 7·60
14 "	1 10·40	64 "	6 4·90	114 "	9 9·30	164 "	12 8·30
15 "	2 0·00	65 "	6 5·75	115 "	9 10·00	165 "	12 9·00
16 "	2 1·60	66 "	6 6·60	116 "	9 10·70	166 "	12 9·70
17 "	2 3·20	67 "	6 7·45	117 "	9 11·40	167 "	12 10·40
18 "	2 4·80	68 "	6 8·30	118 "	10 0·10	168 "	12 11·10
19 "	2 6·40	69 "	6 9·15	119 "	10 0·80	169 "	12 11·80
20 "	2 8·00	70 "	6 10·00	120 "	10 1·50	170 "	13 0·50

21 miles.....	2	9.10	71 miles.....	6	10.65	121 miles.....	10	2.20	171 miles.....	13	1.20
22 „	2	10.20	72 „	6	11.70	122 „	10	2.30	172 „	13	1.30
23 „	2	11.30	73 „	7	0.55	123 „	10	3.60	173 „	13	2.60
24 „	3	0.40	74 „	7	1.40	124 „	10	4.30	174 „	13	3.30
25 „	3	1.60	75 „	7	2.25	125 „	10	5.	175 „	13	4.
26 „	3	2.60	76 „	7	3.10	126 „	10	5.70	176 „	13	4.70
27 „	3	3.70	77 „	7	3.95	127 „	10	6.40	177 „	13	5.40
28 „	3	4.80	78 „	7	4.80	128 „	10	7.10	178 „	13	6.10
29 „	3	5.90	79 „	7	5.65	129 „	10	7.80	179 „	13	6.80
30 „	3	7.	80 „	7	6.50	130 „	10	8.50	180 „	13	7.50
31 „	3	8.10	81 „	7	7.35	131 „	10	9.20	181 „	13	8.20
32 „	3	9.20	82 „	7	8.20	132 „	10	9.90	182 „	13	8.90
33 „	3	10.30	83 „	7	9.05	133 „	10	10.60	183 „	13	9.60
34 „	3	11.40	84 „	7	9.90	134 „	10	11.30	184 „	13	10.30
35 „	4	0.50	85 „	7	10.75	135 „	11	0.	185 „	13	11.
36 „	4	1.60	86 „	7	11.60	136 „	11	0.70	186 „	13	11.70
37 „	4	2.70	87 „	8	0.45	137 „	11	1.40	187 „	14	0.40
38 „	4	3.80	88 „	8	1.30	138 „	11	2.10	188 „	14	1.10
39 „	4	4.90	89 „	8	2.15	139 „	11	2.80	189 „	14	1.90
40 „	4	6.	90 „	8	3.	140 „	11	3.50	190 „	14	2.50
41 „	4	7.10	91 „	8	3.85	141 „	11	4.20	191 „	14	3.20
42 „	4	8.20	92 „	8	4.70	142 „	11	4.90	192 „	14	3.90
43 „	4	9.30	93 „	8	5.55	143 „	11	5.60	193 „	14	4.60
44 „	4	10.40	94 „	8	6.40	144 „	11	6.30	194 „	14	5.30
45 „	4	11.50	95 „	8	7.25	145 „	11	7.	195 „	14	6.
46 „	5	0.60	96 „	8	8.10	146 „	11	7.70	196 „	14	6.70
47 „	5	1.70	97 „	8	8.95	147 „	11	8.40	197 „	14	7.40
48 „	5	2.80	98 „	8	9.80	148 „	11	9.10	198 „	14	8.10
49 „	5	3.90	99 „	8	10.65	149 „	11	9.80	199 „	14	8.80
50 „	5	5.	100 „	8	11.50	150 „	11	10.50	200 „	14	9.50

CLASS B.—*Terminals where chargeable are to be added. Class B. Station terminal at each end, 6d.*

RATE.—First 20 miles, 1·60*d.*—next 30 miles, 1·20*d.*—next 50 miles, 0·80*d.*—remainder of distance, 0·50*d.*

Maximum rate for Conveyance. First 20 miles at 1·60 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Next 50 miles at 0·80 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Remainder at 0·50 <i>d.</i> per mile. <i>s. d.</i>		Maximum rate for Conveyance. Remainder at 0·50 <i>d.</i> per mile. <i>s. d.</i>	
1 mile	0 1·60	51 miles	5 8·80	101 miles	9 0·50	151 miles	11 1·50
2 "	0 3·20	52 "	5 9·60	102 "	9 1·	152 "	11 2·
3 "	0 4·80	53 "	5 10·40	103 "	9 1·50	153 "	11 2·50
4 "	0 6·40	54 "	5 11·20	104 "	9 2·	154 "	11 3·
5 "	0 8·	55 "	6 0·	105 "	9 2·50	155 "	11 3·50
6 "	0 9·60	56 "	6 0·80	106 "	9 3·	156 "	11 4·
7 "	0 11·20	57 "	6 1·60	107 "	9 3·50	157 "	11 4·50
8 "	1 0·80	58 "	6 2·40	108 "	9 4·	158 "	11 5·
9 "	1 2·40	59 "	6 3·20	109 "	9 4·50	159 "	11 5·50
10 "	1 4·	60 "	6 4·	110 "	9 5·	160 "	11 6·
11 "	1 5·60	61 "	6 4·80	111 "	9 5·50	161 "	11 6·50
12 "	1 7·20	62 "	6 5·60	112 "	9 6·	162 "	11 7·
13 "	1 8·80	63 "	6 6·40	113 "	9 6·50	163 "	11 7·50
14 "	1 10·40	64 "	6 7·20	114 "	9 7·	164 "	11 8·
15 "	2 0·	65 "	6 8·	115 "	9 7·50	165 "	11 8·50
16 "	2 1·60	66 "	6 8·80	116 "	9 8·	166 "	11 9·
17 "	2 3·20	67 "	6 9·60	117 "	9 8·50	167 "	11 9·50
18 "	2 4·80	68 "	6 10·40	118 "	9 9·	168 "	11 10·
19 "	2 6·40	69 "	6 11·20	119 "	9 9·50	169 "	11 10·50
20 "	2 8·	70 "	7 0·	120 "	9 10·	170 "	11 11·

Next 80 miles at 1.20d. per mile.											
21 miles	2	9.20	71 miles	7	0.80	121 miles	9	10.50	171 miles	11	11.50
22	"	2 10.40	72	"	7 1.60	122	"	9 11.	172	"	12 0.
23	"	2 11.60	73	"	7 2.40	123	"	9 11.60	173	"	12 0.60
24	"	3 0.80	74	"	7 3.20	124	"	10 0.	174	"	12 1.
25	"	3 2.	75	"	7 4.	125	"	10 0.60	175	"	12 1.60
26	"	3 3.20	76	"	7 4.80	126	"	10 1.	176	"	12 2.
27	"	3 4.40	77	"	7 5.60	127	"	10 1.60	177	"	12 2.60
28	"	3 5.60	78	"	7 6.40	128	"	10 2.	178	"	12 3.
29	"	3 6.80	79	"	7 7.20	129	"	10 2.60	179	"	12 3.60
30	"	3 8.	80	"	7 8.	130	"	10 3.	180	"	12 4.
31	"	3 9.20	81	"	7 8.80	131	"	10 3.60	181	"	12 4.60
32	"	3 10.40	82	"	7 9.60	132	"	10 4.	182	"	12 5.
33	"	3 11.60	83	"	7 10.40	133	"	10 4.60	183	"	12 5.60
34	"	4 0.80	84	"	7 11.20	134	"	10 5.	184	"	12 6.
35	"	4 2.	85	"	8 0.	135	"	10 5.60	185	"	12 6.60
36	"	4 3.20	86	"	8 0.80	136	"	10 6.	186	"	12 7.
37	"	4 4.40	87	"	8 1.60	137	"	10 6.60	187	"	12 7.60
38	"	4 5.60	88	"	8 2.40	138	"	10 7.	188	"	12 8.
39	"	4 6.80	89	"	8 3.20	139	"	10 7.60	189	"	12 8.60
40	"	4 8.	90	"	8 4.	140	"	10 8.	190	"	12 9.
41	"	4 9.20	91	"	8 4.80	141	"	10 8.60	191	"	12 9.60
42	"	4 10.40	92	"	8 5.60	142	"	10 9.	192	"	12 10.
43	"	4 11.60	93	"	8 6.40	143	"	10 9.60	193	"	12 10.60
44	"	5 0.80	94	"	8 7.20	144	"	10 10.	194	"	12 11.
45	"	5 2.	95	"	8 8.	145	"	10 10.60	195	"	12 11.60
46	"	5 3.20	96	"	8 8.80	146	"	10 11.	196	"	13 0.
47	"	5 4.40	97	"	8 9.60	147	"	10 11.60	197	"	13 0.60
48	"	5 5.60	98	"	8 10.40	148	"	11 0.	198	"	13 1.
49	"	5 6.80	99	"	8 11.20	149	"	11 0.60	199	"	13 1.60
50	"	5 8.	100	"	9 0.	150	"	11 1.	200	"	13 2.

CLASS B.—Terminals where chargeable are to be added. Class B. Station Terminal at each end, 6d.  
(a) To 70 Miles.

RATE (a).—First 10 miles, 1.90d.—next 10 miles, 1.25d.—next 15 miles, 1.00d.—remainder of distance, 0.75d.		
Maximum rate for Conveyance. First 10 miles at 1.90d. per mile. s. d.	Maximum rate for Conveyance. Next 10 miles, &c.—continued. s. d.	Maximum rate for Conveyance. Remainder at 0.75d. per mile. s. d.
1 mile ..... 0 1.90	18 miles ..... 2 5.00	54 miles ..... 5 0.75
2 „ ..... 0 3.80	19 „ ..... 2 6.25	55 „ ..... 5 1.50
3 „ ..... 0 5.70	20 „ ..... 2 7.50	56 „ ..... 5 2.25
4 „ ..... 0 7.60	Next 15 miles at 1.00d. per mile.	
5 „ ..... 0 9.50	21 miles ..... 2 8.50	57 „ ..... 5 3.
6 „ ..... 0 11.40	22 „ ..... 2 9.50	58 „ ..... 5 3.75
7 „ ..... 1 1.30	23 „ ..... 2 10.50	59 „ ..... 5 4.50
8 „ ..... 1 3.20	24 „ ..... 2 11.50	60 „ ..... 5 5.25
9 „ ..... 1 5.10	25 „ ..... 3 0.50	61 „ ..... 5 6.
10 „ ..... 1 7.	26 „ ..... 3 1.50	62 „ ..... 5 6.75
	27 „ ..... 3 2.50	63 „ ..... 5 7.50
	28 „ ..... 3 3.50	64 „ ..... 5 8.25
	29 „ ..... 3 4.50	65 „ ..... 5 9.
	30 „ ..... 3 5.50	66 „ ..... 5 9.75
	31 „ ..... 3 6.50	67 „ ..... 5 10.50
	32 „ ..... 3 7.50	68 „ ..... 5 11.25
	33 „ ..... 3 8.50	69 „ ..... 6 0.
	34 „ ..... 3 9.50	70 „ ..... 6 0.75
	35 „ ..... 3 10.50	
Next 10 miles at 1.25d. per mile.		
11 miles ..... 1 8.25		
12 „ ..... 1 9.50		
13 „ ..... 1 10.75		
14 „ ..... 2 0.		
15 „ ..... 2 1.25		
16 „ ..... 2 2.50		
17 „ ..... 2 3.75		

(b) *First 10..2.00d.—next 10..1.50d.—next 10..1.10d.—rest 0.75d.* 495

CLASS B.—*Terminals where chargeable are to be added. Class B. Station terminal at each end, 6d.*

(b) To 60 Miles.

RATE (b).—First 10 miles, 2.00d.—next 10 miles, 1.50d.—next 10 miles, 1.10d.—remainder of distance, 0.75d.

Maximum rate for Conveyance. First 10 miles at 2.00d. per mile. s. d.		Maximum rate for Conveyance. Next 10 miles, &c.— <i>continued</i> . s. d.		Maximum rate for Conveyance. Remainder at 0.75d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 0.75d. per mile. s. d.	
1 mile .....	0 2	16 miles.....	2 5.00	31 miles .....	3 10.75	46 miles.....	4 10.00
2 „ .....	0 4	17 „ .....	2 6.50	32 „ .....	3 11.50	47 „ .....	4 10.75
3 „ .....	0 6	18 „ .....	2 8.	33 „ .....	4 0.25	48 „ .....	4 11.50
4 „ .....	0 8	19 „ .....	2 9.50	34 „ .....	4 1.	49 „ .....	5 0.25
5 „ .....	0 10	20 „ .....	2 11.	35 „ .....	4 1.75	50 „ .....	5 1.
6 „ .....	1 0	Next 10 miles at 1.10d. per mile.		36 „ .....	4 2.50	51 „ .....	5 1.75
7 „ .....	1 2	21 miles.....	3 0.10	37 „ .....	4 3.25	52 „ .....	5 2.50
8 „ .....	1 4	22 „ .....	3 1.20	38 „ .....	4 4.	53 „ .....	5 3.25
9 „ .....	1 6	23 „ .....	3 2.30	39 „ .....	4 4.75	54 „ .....	5 4.
10 „ .....	1 8	24 „ .....	3 3.40	40 „ .....	4 5.50	55 „ .....	5 4.75
Next 10 miles at 1.50d. per mile.		25 „ .....	3 4.50	41 „ .....	4 6.25	56 „ .....	5 5.50
11 miles.....	1 9.50	26 „ .....	3 5.60	42 „ .....	4 7.	57 „ .....	5 6.25
12 „ .....	1 11.	27 „ .....	3 6.70	43 „ .....	4 7.75	58 „ .....	5 7.
13 „ .....	2 0.50	28 „ .....	3 7.80	44 „ .....	4 8.50	59 „ .....	5 7.75
14 „ .....	2 2.	29 „ .....	3 8.90	45 „ .....	4 9.25	60 „ .....	5 8.50
15 „ .....	2 3.50	30 „ .....	3 10.				



Next 30 miles at 1.50d. per mile.								
21 miles.....	3	1.50	71 miles.....	8	10.20	121 miles.....	12	11.70
22 „	3	3.	72 „	8	11.40	122 „	13	0.40
23 „	3	4.50	73 „	9	0.60	123 „	13	1.10
24 „	3	6.	74 „	9	1.80	124 „	13	1.80
25 „	3	7.50	75 „	9	3.	125 „	13	2.50
26 „	3	9.	76 „	9	4.20	126 „	13	3.20
27 „	3	10.50	77 „	9	5.40	127 „	13	3.90
28 „	4	0.	78 „	9	6.60	128 „	13	4.60
29 „	4	1.50	79 „	9	7.80	129 „	13	5.30
30 „	4	3.	80 „	9	9.	130 „	13	6.
31 „	4	4.50	81 „	9	10.20	131 „	13	6.70
32 „	4	6.	82 „	9	11.40	132 „	13	7.40
33 „	4	7.50	83 „	10	0.60	133 „	13	8.10
34 „	4	9.	84 „	10	1.80	134 „	13	8.80
35 „	4	10.50	85 „	10	3.	135 „	13	9.50
36 „	5	0.	86 „	10	4.20	136 „	13	10.20
37 „	5	1.50	87 „	10	5.40	137 „	13	10.90
38 „	5	3.	88 „	10	6.60	138 „	13	11.60
39 „	5	4.50	89 „	10	7.80	139 „	14	0.30
40 „	5	6.	90 „	10	9.	140 „	14	1.
41 „	5	7.50	91 „	10	10.20	141 „	14	1.70
42 „	5	9.	92 „	10	11.40	142 „	14	2.40
43 „	5	10.50	93 „	11	0.60	143 „	14	3.10
44 „	6	0.	94 „	11	1.80	144 „	14	3.80
45 „	6	1.50	95 „	11	3.	145 „	14	4.50
46 „	6	3.	96 „	11	4.20	146 „	14	5.20
47 „	6	4.50	97 „	11	5.40	147 „	14	5.90
48 „	6	6.	98 „	11	6.60	148 „	14	6.60
49 „	6	7.50	99 „	11	7.80	149 „	14	7.30
50 „	6	9.	100 „	11	9.	150 „	14	8.



CLASS C.—Terminals where chargeable to be added. Class C. Station terminal at each end, 1s. per ton. Service terminals—loading or unloading, 3d. per ton; covering or uncovering, 1d. per ton. Total terminals at each end, 1s. 4d.

(a) To 70 miles.

RATE.—First 10 miles, 2.00d.—next 10 miles, 1.75d.—next 15 miles, 1.50d.—remainder of distance, 1.25d.

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 10 miles at 2.00d. per mile.		Next 10 miles, &c.—continued.		Maximum rate for Conveyance.		Remainder at 1.25d. per mile.	
1 mile	0 2.00	18 miles	2 10.	36 miles	5 1.25	54 miles	6 11.75
2 "	0 4.	19 "	2 11.75	37 "	5 2.50	55 "	7 1.
3 "	0 6.	20 "	3 1.50	38 "	5 3.75	56 "	7 2.25
4 "	0 8.	Next 15 miles at 1.50d. per mile.		39 "	5 5.	57 "	7 3.50
5 "	0 10.	21 miles	3 d.	40 "	5 6.25	58 "	7 4.75
6 "	1 0.	22 "	3 3.	41 "	5 7.50	59 "	7 6.
7 "	1 2.	23 "	3 4.50	42 "	5 8.75	60 "	7 7.25
8 "	1 4.	24 "	3 6.	43 "	5 10.	61 "	7 8.50
9 "	1 6.	25 "	3 7.50	44 "	5 11.25	62 "	7 9.75
10 "	1 8.	26 "	3 9.	45 "	6 0.50	63 "	7 11.
Next 10 miles at 1.75d. per mile.		27 "	4 0.	46 "	6 1.75	64 "	8 0.25
11 miles	1 9.75	28 "	4 1.50	47 "	6 3.	65 "	8 1.50
12 "	1 11.50	29 "	4 3.	48 "	6 4.25	66 "	8 2.75
13 "	2 1.25	30 "	4 4.50	49 "	6 5.50	67 "	8 4.
14 "	2 3.	31 "	4 6.	50 "	6 6.75	68 "	8 5.25
15 "	2 4.75	32 "	4 7.50	51 "	6 8.	69 "	8 6.50
16 "	2 6.50	33 "	4 9.	52 "	6 9.25	70 "	8 7.75
17 "	2 8.25	34 "	4 10.50	53 "	6 10.50		
		35 "	5 0.				

CLASS C.—Terminals where chargeable to be added. Class C. Station terminal at each end, 1s. per ton. Service terminals—loading or unloading, 3d. per ton; covering or uncovering, 1d. per ton. Total terminals at each end, 1s. 4d.

(b) To 60 miles.

RATE.—First 10 miles, 2·10d.—next 10 miles, 1·75d.—next 10 miles, 1·50d.—remainder of distance, 1·25d.

(b) First 10..2·10d.—next 10..1·75d.—next 10..1·50d.—rest 1·25d. 499

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 10 miles at 2·10d. per mile.		Next 10 miles, &c.—continued.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
s.	d.	s.	d.	s.	d.	s.	d.
1 mile	0 2·10	16 miles	2 7·50	31 miles	4 6·75	46 miles	6 1·50
2 "	0 4·20	17 "	2 9·25	32 "	4 8·	47 "	6 2·75
3 "	0 6·30	18 "	2 11·	33 "	4 9·25	48 "	6 4·
4 "	0 8·40	19 "	3 0·75	34 "	4 10·50	49 "	6 5·25
5 "	0 10·50	20 "	3 2·50	35 "	4 11·75	50 "	6 6·50
6 "	1 0·60	Next 10 miles at 1·50d. per mile.		36 "	5 1·	51 "	6 7·75
7 "	1 2·70	s.	d.	37 "	5 2·25	52 "	6 9·
8 "	1 4·80	21 miles	3 4·00	38 "	5 3·50	53 "	6 10·25
9 "	1 6·90	22 "	3 5·50	39 "	5 4·75	54 "	6 11·50
10 "	1 9·	23 "	3 7·	40 "	5 6·	55 "	7 0·75
Next 10 miles at 1·75d. per mile.		24 "	3 8·50	41 "	5 7·25	56 "	7 2·
s.	d.	25 "	3 10·	42 "	5 8·50	57 "	7 3·25
11 miles	1 10·75	26 "	3 11·50	43 "	5 9·75	58 "	7 4·50
12 "	2 0·50	27 "	4 1·	44 "	5 11·	59 "	7 5·75
13 "	2 2·25	28 "	4 2·50	45 "	6 0·25	60 "	7 7·
14 "	2 4·	29 "	4 4·				
15 "	2 5·75	30 "	4 5·50				

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Next 30 miles at 1.85d. per mile.		
21 miles.....	3	9.55
22 „	3	11.70
23 „	4	1.55
24 „	4	3.40
25 „	4	5.25
26 „	4	7.10
27 „	4	8.95
28 „	4	10.80
29 „	5	0.65
30 „	5	2.50
31 „	5	4.35
32 „	5	6.20
33 „	5	8.05
34 „	5	9.90
35 „	5	11.75
36 „	6	1.60
37 „	6	3.45
38 „	6	5.30
39 „	6	7.15
40 „	6	9.
41 „	6	10.85
42 „	7	0.70
43 „	7	2.55
44 „	7	4.40
45 „	7	6.25
46 „	7	8.10
47 „	7	9.95
48 „	7	11.80
49 „	8	1.65
50 „	8	3.50

71 miles.....	10	8.30
72 „	10	10.30
73 „	10	11.70
74 „	11	1.10
75 „	11	2.50
76 „	11	3.90
77 „	11	5.30
78 „	11	6.70
79 „	11	8.10
80 „	11	9.50
81 „	11	10.90
82 „	12	0.30
83 „	12	1.70
84 „	12	3.10
85 „	12	4.50
86 „	12	5.90
87 „	12	7.30
88 „	12	8.70
89 „	12	10.10
90 „	12	11.50
91 „	13	0.90
92 „	13	2.30
93 „	13	3.70
94 „	13	5.10
95 „	13	6.50
96 „	13	7.90
97 „	13	9.30
98 „	13	10.70
99 „	14	0.10
100 „	14	1.50

121 miles.....	15	10.50
122 „	15	11.50
123 „	16	0.50
124 „	16	1.50
125 „	16	2.50
126 „	16	3.50
127 „	16	4.50
128 „	16	5.50
129 „	16	6.50
130 „	16	7.50
131 „	16	8.50
132 „	16	9.50
133 „	16	10.50
134 „	16	11.50
135 „	17	0.50
136 „	17	1.50
137 „	17	2.50
138 „	17	3.50
139 „	17	4.50
140 „	17	5.50
141 „	17	6.50
142 „	17	7.50
143 „	17	8.50
144 „	17	9.50
145 „	17	10.50
146 „	17	11.50
147 „	18	0.50
148 „	18	1.50
149 „	18	2.50
150 „	18	3.50

171 miles.....	20	0.50
172 „	20	1.50
173 „	20	2.50
174 „	20	3.50
175 „	20	4.50
176 „	20	5.50
177 „	20	6.50
178 „	20	7.50
179 „	20	8.50
180 „	20	9.50
181 „	20	10.50
182 „	20	11.50
183 „	21	0.50
184 „	21	1.50
185 „	21	2.50
186 „	21	3.50
187 „	21	4.50
188 „	21	5.50
189 „	21	6.50
190 „	21	7.50
191 „	21	8.50
192 „	21	9.50
193 „	21	10.50
194 „	21	11.50
195 „	22	0.50
196 „	22	1.50
197 „	22	2.50
198 „	22	3.50
199 „	22	4.50
200 „	22	5.50



Next 30 miles at 1.90d. per mile.											
21 miles	.....	3 10.90	71 miles	.....	11 4.65	121 miles	.....	17 8.85	171 miles	.....	23 4.35
22 "	.....	4 0.80	72 "	.....	11 6.30	122 "	.....	17 10.20	172 "	.....	23 5.70
23 "	.....	4 2.70	73 "	.....	11 7.95	123 "	.....	17 11.55	173 "	.....	23 7.05
24 "	.....	4 4.60	74 "	.....	11 9.60	124 "	.....	18 0.90	174 "	.....	23 8.40
25 "	.....	4 6.50	75 "	.....	11 11.25	125 "	.....	18 2.25	175 "	.....	23 9.75
26 "	.....	4 8.40	76 "	.....	12 0.90	126 "	.....	18 3.60	176 "	.....	23 11.10
27 "	.....	4 10.30	77 "	.....	12 2.55	127 "	.....	18 4.95	177 "	.....	24 0.45
28 "	.....	5 0.20	78 "	.....	12 4.20	128 "	.....	18 6.30	178 "	.....	24 1.80
29 "	.....	5 2.10	79 "	.....	12 5.85	129 "	.....	18 7.65	179 "	.....	24 3.15
30 "	.....	5 4.	80 "	.....	12 7.50	130 "	.....	18 9.	180 "	.....	24 4.50
31 "	.....	5 5.90	81 "	.....	12 9.15	131 "	.....	18 10.35	181 "	.....	24 5.85
32 "	.....	5 7.80	82 "	.....	12 10.90	132 "	.....	18 11.70	182 "	.....	24 7.20
33 "	.....	5 9.70	83 "	.....	13 0.45	133 "	.....	19 1.05	183 "	.....	24 8.55
34 "	.....	5 11.60	84 "	.....	13 2.10	134 "	.....	19 2.40	184 "	.....	24 9.90
35 "	.....	6 1.50	85 "	.....	13 3.75	135 "	.....	19 3.75	185 "	.....	24 11.25
36 "	.....	6 3.40	86 "	.....	13 5.40	136 "	.....	19 5.10	186 "	.....	25 0.60
37 "	.....	6 5.30	87 "	.....	13 7.05	137 "	.....	19 6.45	187 "	.....	25 1.95
38 "	.....	6 7.20	88 "	.....	13 8.70	138 "	.....	19 7.80	188 "	.....	25 3.30
39 "	.....	6 9.10	89 "	.....	13 10.35	139 "	.....	19 9.15	189 "	.....	25 4.65
40 "	.....	6 11.	90 "	.....	14 0.	140 "	.....	19 10.50	190 "	.....	25 6.
41 "	.....	7 0.90	91 "	.....	14 1.65	141 "	.....	19 11.85	191 "	.....	25 7.35
42 "	.....	7 2.80	92 "	.....	14 3.30	142 "	.....	20 1.20	192 "	.....	25 8.70
43 "	.....	7 4.70	93 "	.....	14 4.95	143 "	.....	20 2.55	193 "	.....	25 10.05
44 "	.....	7 6.60	94 "	.....	14 6.60	144 "	.....	20 3.90	194 "	.....	26 11.40
45 "	.....	7 8.50	95 "	.....	14 8.25	145 "	.....	20 5.25	195 "	.....	26 0.75
46 "	.....	7 10.40	96 "	.....	14 9.90	146 "	.....	20 6.60	196 "	.....	26 2.10
47 "	.....	8 0.30	97 "	.....	14 11.55	147 "	.....	20 7.95	197 "	.....	26 3.45
48 "	.....	8 2.20	98 "	.....	15 1.20	148 "	.....	20 9.30	198 "	.....	26 4.80
49 "	.....	8 4.10	99 "	.....	15 2.85	149 "	.....	20 10.65	199 "	.....	26 6.15
50 "	.....	8 6.	100 "	.....	15 4.50	150 "	.....	21 0.	200 "	.....	26 7.50



Next 30 miles at 2.30d. per mile.

21 miles	.....	4	7.30
22	"	4	9.60
23	"	4	11.90
24	"	5	2.20
25	"	5	4.50
26	"	5	6.80
27	"	5	9.10
28	"	5	11.40
29	"	6	1.70
30	"	6	4.
31	"	6	6.30
32	"	6	8.60
33	"	6	10.90
34	"	7	1.20
35	"	7	3.50
36	"	7	5.80
37	"	7	8.10
38	"	7	10.40
39	"	8	0.70
40	"	8	3.
41	"	8	5.30
42	"	8	7.60
43	"	8	9.90
44	"	9	0.20
45	"	9	2.50
46	"	9	4.80
47	"	9	7.10
48	"	9	9.40
49	"	9	11.70
50	"	10	2.

71 miles	.....	13	3.80
72	"	13	5.60
73	"	13	7.40
74	"	13	9.20
75	"	13	11.
76	"	14	0.80
77	"	14	2.60
78	"	14	4.40
79	"	14	6.20
80	"	14	8.
81	"	14	9.80
82	"	14	11.60
83	"	15	1.40
84	"	15	3.20
85	"	15	5.
86	"	15	6.80
87	"	15	8.60
88	"	15	10.40
89	"	16	0.20
90	"	16	2.
91	"	16	3.80
92	"	16	5.60
93	"	16	7.40
94	"	16	9.20
95	"	16	11.
96	"	17	0.80
97	"	17	2.60
98	"	17	4.40
99	"	17	6.20
100	"	17	8.

121 miles	.....	20	3.30
122	"	20	5.
123	"	20	6.50
124	"	20	8.
125	"	20	9.50
126	"	20	11.
127	"	21	0.50
128	"	21	2.
129	"	21	3.50
130	"	21	5.
131	"	21	6.50
132	"	21	8.
133	"	21	9.50
134	"	21	11.
135	"	22	0.50
136	"	22	2.
137	"	22	3.50
138	"	22	5.
139	"	22	6.50
140	"	22	8.
141	"	22	9.50
142	"	22	11.
143	"	23	0.50
144	"	23	2.
145	"	23	3.50
146	"	23	5.
147	"	23	6.50
148	"	23	8.
149	"	23	9.50
150	"	23	11.

First 20..2.65d.—next 30..2.30d.—next 50..1.80d.—rest 1.50d. 505





Next 30 miles at 2.35d. per mile.											
21 miles	.....	4	9.35	71 miles	.....	14	0.55	121 miles	.....	21	10.65
22 "	.....	4	11.70	72 "	.....	14	2.60	122 "	.....	22	0.30
23 "	.....	5	2.05	73 "	.....	14	4.65	123 "	.....	22	1.95
24 "	.....	5	4.40	74 "	.....	14	6.70	124 "	.....	22	3.60
25 "	.....	5	6.75	75 "	.....	14	8.75	125 "	.....	22	5.25
26 "	.....	5	9.10	76 "	.....	14	10.80	126 "	.....	22	6.90
27 "	.....	5	11.45	77 "	.....	15	0.85	127 "	.....	22	8.55
28 "	.....	6	1.80	78 "	.....	15	2.90	128 "	.....	22	10.20
29 "	.....	6	4.15	79 "	.....	15	4.95	129 "	.....	22	11.85
30 "	.....	6	6.50	80 "	.....	15	7.	130 "	.....	23	1.50
31 "	.....	6	8.85	81 "	.....	15	9.05	131 "	.....	23	3.15
32 "	.....	6	11.20	82 "	.....	15	11.10	132 "	.....	23	4.80
33 "	.....	7	1.55	83 "	.....	16	1.15	133 "	.....	23	6.45
34 "	.....	7	3.90	84 "	.....	16	3.20	134 "	.....	23	8.10
35 "	.....	7	6.25	85 "	.....	16	5.25	135 "	.....	23	9.75
36 "	.....	7	8.60	86 "	.....	16	7.30	136 "	.....	23	11.40
37 "	.....	7	10.95	87 "	.....	16	9.35	137 "	.....	24	1.05
38 "	.....	8	1.30	88 "	.....	16	11.40	138 "	.....	24	2.70
39 "	.....	8	3.65	89 "	.....	17	1.45	139 "	.....	24	4.35
40 "	.....	8	6.	90 "	.....	17	3.50	140 "	.....	24	6.
41 "	.....	8	8.35	91 "	.....	17	5.55	141 "	.....	24	7.65
42 "	.....	8	10.70	92 "	.....	17	7.60	142 "	.....	24	9.30
43 "	.....	9	1.05	93 "	.....	17	9.65	143 "	.....	24	10.95
44 "	.....	9	3.40	94 "	.....	17	11.70	144 "	.....	25	0.60
45 "	.....	9	5.75	95 "	.....	18	1.75	145 "	.....	25	2.25
46 "	.....	9	8.10	96 "	.....	18	3.80	146 "	.....	25	3.90
47 "	.....	9	10.45	97 "	.....	18	5.85	147 "	.....	25	5.55
48 "	.....	10	0.80	98 "	.....	18	7.90	148 "	.....	25	7.20
49 "	.....	10	3.15	99 "	.....	18	9.95	149 "	.....	25	8.85
50 "	.....	10	5.50	100 "	.....	19	0.	150 "	.....	25	10.50
171 miles	.....	28	9.15	171 miles	.....	28	9.15	171 miles	.....	28	9.15
172 "	.....	28	10.80	172 "	.....	28	10.80	172 "	.....	28	10.80
173 "	.....	29	0.45	173 "	.....	29	0.45	173 "	.....	29	0.45
174 "	.....	29	2.10	174 "	.....	29	2.10	174 "	.....	29	2.10
175 "	.....	29	3.75	175 "	.....	29	3.75	175 "	.....	29	3.75
176 "	.....	29	5.40	176 "	.....	29	5.40	176 "	.....	29	5.40
177 "	.....	29	7.05	177 "	.....	29	7.05	177 "	.....	29	7.05
178 "	.....	29	8.70	178 "	.....	29	8.70	178 "	.....	29	8.70
179 "	.....	29	10.35	179 "	.....	29	10.35	179 "	.....	29	10.35
180 "	.....	30	0.	180 "	.....	30	0.	180 "	.....	30	0.
181 "	.....	30	1.65	181 "	.....	30	1.65	181 "	.....	30	1.65
182 "	.....	30	3.30	182 "	.....	30	3.30	182 "	.....	30	3.30
183 "	.....	30	4.95	183 "	.....	30	4.95	183 "	.....	30	4.95
184 "	.....	30	6.60	184 "	.....	30	6.60	184 "	.....	30	6.60
185 "	.....	30	8.25	185 "	.....	30	8.25	185 "	.....	30	8.25
186 "	.....	30	9.90	186 "	.....	30	9.90	186 "	.....	30	9.90
187 "	.....	30	11.55	187 "	.....	30	11.55	187 "	.....	30	11.55
188 "	.....	31	1.20	188 "	.....	31	1.20	188 "	.....	31	1.20
189 "	.....	31	2.85	189 "	.....	31	2.85	189 "	.....	31	2.85
190 "	.....	31	4.50	190 "	.....	31	4.50	190 "	.....	31	4.50
191 "	.....	31	6.15	191 "	.....	31	6.15	191 "	.....	31	6.15
192 "	.....	31	7.80	192 "	.....	31	7.80	192 "	.....	31	7.80
193 "	.....	31	9.45	193 "	.....	31	9.45	193 "	.....	31	9.45
194 "	.....	31	11.10	194 "	.....	31	11.10	194 "	.....	31	11.10
195 "	.....	32	0.75	195 "	.....	32	0.75	195 "	.....	32	0.75
196 "	.....	32	2.40	196 "	.....	32	2.40	196 "	.....	32	2.40
197 "	.....	32	4.05	197 "	.....	32	4.05	197 "	.....	32	4.05
198 "	.....	32	5.70	198 "	.....	32	5.70	198 "	.....	32	5.70
199 "	.....	32	7.35	199 "	.....	32	7.35	199 "	.....	32	7.35
200 "	.....	32	9.	200 "	.....	32	9.	200 "	.....	32	9.

**RATE.—First 20 miles, 3·10*d.*—next 30 miles, 2·85*d.*—next 50 miles, 2·00*d.*—remainder of distance, 1·80*d.***

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 20 miles at 3'10d. per mile.		Next 50 miles at 2'00d. per mile.		Remainder at 1'80d. per mile.		Remainder at 1'80d. per mile.	
s.	d.	s.	d.	s.	d.	s.	d.
1	0 3.10	51	11 11.50	101	20 3.30	151	27 9.30
2	0 6.20	52	12 1.50	102	20 5.10	152	27 11.10
3	0 9.30	53	12 3.50	103	20 6.50	153	28 0.90
4	1 0.40	54	12 5.50	104	20 8.70	154	28 2.70
5	1 3.50	55	12 7.50	105	20 10.50	155	28 4.50
6	1 6.50	56	12 9.50	106	21 0.30	156	28 6.30
7	1 9.70	57	12 11.50	107	21 2.10	157	28 8.10
8	2 0.50	58	13 1.50	108	21 3.50	158	28 9.90
9	2 3.50	59	13 3.50	109	21 5.70	159	28 11.70
10	2 7.	60	13 5.50	110	21 7.50	160	29 1.50
11	2 10.10	61	13 7.50	111	21 9.30	161	29 3.30
12	3 1.20	62	13 9.50	112	21 11.10	162	29 5.10
13	3 4.30	63	13 11.50	113	22 0.90	163	29 6.90
14	3 7.40	64	14 1.50	114	22 2.70	164	29 8.70
15	3 10.50	65	14 3.50	115	22 4.50	165	29 10.50
16	4 1.50	66	14 5.50	116	22 6.30	166	30 0.30
17	4 4.70	67	14 7.50	117	22 8.10	167	30 2.10
18	4 7.50	68	14 9.50	118	22 9.50	168	30 3.90
19	4 10.50	69	14 11.50	119	22 11.70	169	30 5.70
20	5 2.	70	15 1.50	120	23 1.30	170	30 7.50

Next 80 miles at 2.65d. per mile.		
21 miles.....	5	4.65
22 "	5	7.30
23 "	5	9.95
24 "	6	0.60
25 "	6	3.25
26 "	6	5.90
27 "	6	8.55
28 "	6	11.20
29 "	7	1.85
30 "	7	4.50
31 "	7	7.15
32 "	7	9.80
33 "	8	0.45
34 "	8	3.10
35 "	8	5.75
36 "	8	8.40
37 "	8	11.05
38 "	9	1.70
39 "	9	4.35
40 "	9	7.
41 "	9	9.65
42 "	10	0.30
43 "	10	2.95
44 "	10	5.60
45 "	10	8.25
46 "	10	10.90
47 "	11	1.55
48 "	11	4.20
49 "	11	6.85
50 "	11	9.50

71 miles.....	15	3.50
72 "	15	6.50
73 "	15	7.50
74 "	15	9.50
75 "	15	11.50
76 "	16	1.50
77 "	16	3.50
78 "	16	5.50
79 "	16	7.50
80 "	16	9.50
81 "	16	11.50
82 "	17	1.50
83 "	17	3.50
84 "	17	5.50
85 "	17	7.50
86 "	17	9.50
87 "	17	11.50
88 "	18	1.50
89 "	18	3.50
90 "	18	5.50
91 "	18	7.50
92 "	18	9.50
93 "	18	11.50
94 "	19	1.50
95 "	19	3.50
96 "	19	5.50
97 "	19	7.50
98 "	19	9.50
99 "	19	11.50
100 "	20	1.50

121 miles.....	23	3.20
122 "	23	5.10
123 "	23	6.90
124 "	23	8.70
125 "	23	10.50
126 "	24	0.30
127 "	24	2.10
128 "	24	3.90
129 "	24	5.70
130 "	24	7.50
131 "	24	9.30
132 "	24	11.10
133 "	25	0.90
134 "	25	2.70
135 "	25	4.50
136 "	25	6.30
137 "	25	8.10
138 "	25	9.90
139 "	25	11.70
140 "	26	1.50
141 "	26	3.30
142 "	26	5.10
143 "	26	6.90
144 "	26	8.70
145 "	26	10.50
146 "	27	0.30
147 "	27	2.10
148 "	27	3.90
149 "	27	5.70
150 "	27	7.50

171 miles.....	30	9.30
172 "	30	11.10
173 "	31	0.90
174 "	31	2.70
175 "	31	4.50
176 "	31	6.30
177 "	31	8.10
178 "	31	9.90
179 "	31	11.70
180 "	32	1.50
181 "	32	3.30
182 "	32	5.10
183 "	32	6.90
184 "	32	8.70
185 "	32	10.50
186 "	33	0.30
187 "	33	2.10
188 "	33	3.90
189 "	33	5.70
190 "	33	7.50
191 "	33	9.30
192 "	33	11.10
193 "	34	0.90
194 "	34	2.70
195 "	34	4.50
196 "	34	6.30
197 "	34	8.10
198 "	34	9.90
199 "	34	11.70
200 "	35	1.50

per ton. Service terminals—loading or unloading, 1s.; covering or uncovering, 2d. Total terminals at each end, 2s. 8d. per ton.

RATE.—First 20 miles, 3·10d.—next 30 miles, 2·80d.—next 50 miles, 2·50d.—remainder of distance, 2·10d.

APPENDIX D.

Class 3.

Maximum rate for Conveyance. First 20 miles at 3·10d. per mile.		Maximum rate for Conveyance. Next 50 miles at 2·50d. per mile.		Maximum rate for Conveyance. Remainder at 2·10d. per mile.		Maximum rate for Conveyance. Remainder at 2·10d. per mile.					
s.	d.	s.	d.	s.	d.	s.	d.				
1	mile	0	3·10	51	miles	12	4·50	151	miles	31	6·10
2	"	0	6·20	52	"	12	7·	152	"	31	8·20
3	"	0	9·30	53	"	12	9·50	153	"	31	10·30
4	"	1	0·40	54	"	13	0·	154	"	32	0·40
5	"	1	3·50	55	"	13	2·50	155	"	32	2·50
6	"	1	6·60	56	"	13	5·	156	"	32	4·60
7	"	1	9·70	57	"	13	7·50	157	"	32	6·70
8	"	2	0·80	58	"	13	10·	158	"	32	8·80
9	"	2	3·90	59	"	14	0·50	159	"	32	10·90
10	"	2	7·	60	"	14	3·	160	"	33	1·
11	"	2	10·10	61	"	14	5·50	161	"	33	3·10
12	"	3	1·20	62	"	14	8·	162	"	33	5·20
13	"	3	4·30	63	"	14	10·50	163	"	33	7·30
14	"	3	7·40	64	"	15	1·	164	"	33	9·40
15	"	3	10·50	65	"	15	3·50	165	"	33	11·50
16	"	4	1·60	66	"	15	6·	166	"	34	1·60
17	"	4	4·70	67	"	15	8·50	167	"	34	3·70
18	"	4	7·80	68	"	15	11·	168	"	34	5·80
19	"	4	10·90	69	"	16	1·90	169	"	34	7·90
20	"	5	2·	70	"	16	4·	170	"	34	10·



## APPENDIX D.

***Class 4.***

**RATE.—First 20 miles, 3·80*d.*—next 30 miles, 3·15*d.*—next 50 miles, 2·50*d.*—remainder of distance, 2·20*d.***

Maximum rate for Conveyance.			Maximum rate for Conveyance.			Maximum rate for Conveyance.			Maximum rate for Conveyance.		
First 20 miles at 3·60d. per mile.			Next 50 miles at 2·50d. per mile.			Remainder at 2·20d. per mile.			Remainder at 2·20d. per mile.		
s.	d.		s.	d.		s.	d.		s.	d.	
1	mile	0 3·60	51	miles	14 1·	101	miles	24 5·70	151	miles	33 7·70
2	"	0 7·20	52	"	14 3·50	102	"	24 7·90	152	"	33 9·90
3	"	0 10·80	53	"	14 6·	103	"	24 10·10	153	"	34 0·10
4	"	1 2·40	54	"	14 8·50	104	"	25 0·30	154	"	34 2·30
5	"	1 6·	55	"	14 11·	105	"	25 2·50	155	"	34 4·50
6	"	1 9·60	56	"	15 1·50	106	"	25 4·70	156	"	34 6·70
7	"	2 1·20	57	"	15 4·	107	"	25 6·90	157	"	34 8·90
8	"	2 4·80	58	"	15 6·50	108	"	25 9·10	158	"	34 11·10
9	"	2 8·40	59	"	15 9·	109	"	25 11·30	159	"	35 1·30
10	"	3 0·	60	"	15 11·50	110	"	26 1·50	160	"	35 3·50
11	"	3 3·60	61	"	16 2	111	"	26 3·70	161	"	35 5·70
12	"	3 7·20	62	"	16 4·50	112	"	26 5·90	162	"	35 7·90
13	"	3 10·80	63	"	16 7·	113	"	26 8·10	163	"	35 10·10
14	"	4 2·40	64	"	16 9·50	114	"	26 10·30	164	"	36 0·30
15	"	4 6·	65	"	17 0·	115	"	27 0·50	165	"	36 2·50
16	"	4 9·60	66	"	17 2·50	116	"	27 2·70	166	"	36 4·70
17	"	5 1·20	67	"	17 5·	117	"	27 4·90	167	"	36 6·90
18	"	5 4·80	68	"	17 7·50	118	"	27 7·10	168	"	36 9·10
19	"	5 8·40	69	"	17 10·	119	"	27 9·30	169	"	36 11·30
20	"	6 0·	70	"	18 0·00	120	"	27 11·30	170	"	37 1·50

Next 30 miles at 3.15d. per mile.																			
21 miles	6	3.15	71 miles	18	3.00	121 miles	28	1.70	171 miles	37	3.70								
22	6	6.30	72	18	5.50	122	28	3.90	172	37	5.90								
23	6	9.45	73	18	8.	123	28	6.10	173	37	8.10								
24	7	0.60	74	18	10.50	124	28	8.30	174	37	10.30								
25	7	3.75	75	19	1.	125	28	10.50	175	38	0.50								
26	7	6.90	76	19	3.50	126	29	0.70	176	38	2.70								
27	7	10.05	77	19	6.	127	29	2.90	177	38	4.90								
28	8	1.20	78	19	8.50	128	29	5.10	178	38	7.10								
29	8	4.35	79	19	11.	129	29	7.30	179	38	9.30								
30	8	7.50	80	20	1.50	130	29	9.50	180	38	11.50								
31	8	10.65	81	20	4.	131	29	11.70	181	39	1.70								
32	9	1.80	82	20	6.50	132	30	1.90	182	39	3.90								
33	9	4.95	83	20	9.	133	30	4.10	183	39	6.10								
34	9	8.10	84	20	11.50	134	30	6.30	184	39	8.30								
35	9	11.25	85	21	2.	135	30	8.50	185	39	10.50								
36	10	2.40	86	21	4.50	136	30	10.70	186	40	0.70								
37	10	5.55	87	21	7.	137	31	0.90	187	40	2.90								
38	10	8.70	88	21	9.50	138	31	3.10	188	40	5.10								
39	10	11.85	89	22	0.	139	31	5.30	189	40	7.30								
40	11	3.	90	22	2.50	140	31	7.50	190	40	9.50								
41	11	6.15	91	22	5.	141	31	9.70	191	40	11.70								
42	11	9.30	92	22	7.50	142	31	11.90	192	41	1.90								
43	12	0.45	93	22	10.	143	32	2.10	193	41	4.10								
44	12	3.60	94	23	0.50	144	32	4.30	194	41	6.30								
45	12	6.75	95	23	3.	145	32	6.50	195	41	8.50								
46	12	9.90	96	23	5.50	146	32	8.70	196	41	10.70								
47	13	1.05	97	23	8.	147	32	10.90	197	42	0.90								
48	13	4.20	98	23	10.50	148	33	1.10	198	42	3.10								
49	13	7.35	99	24	1.	149	33	3.30	199	42	5.30								
50	13	10.50	100	24	3.50	150	33	5.50	200	42	7.50								





Next 80 miles at 3.85d. per mile.

21 miles	.....	6	6.35	71 miles	.....	20	1.65	121 miles	.....	32	1.50	171 miles	.....	42	6.50
22 "	.....	6	9.70	72 "	.....	20	4.50	122 "	.....	32	4.	172 "	.....	42	9.
23 "	.....	7	1.05	73 "	.....	20	7.95	123 "	.....	32	6.50	173 "	.....	42	11.50
24 "	.....	7	4.40	74 "	.....	20	11.10	124 "	.....	32	9.	174 "	.....	43	2.
25 "	.....	7	7.75	75 "	.....	21	2.25	125 "	.....	32	11.50	175 "	.....	43	4.50
26 "	.....	7	11.10	76 "	.....	21	5.40	126 "	.....	33	2.	176 "	.....	43	7.
27 "	.....	8	2.45	77 "	.....	21	8.55	127 "	.....	33	4.50	177 "	.....	43	9.50
28 "	.....	8	5.80	78 "	.....	21	11.70	128 "	.....	33	7.	178 "	.....	44	0.
29 "	.....	8	9.15	79 "	.....	22	2.85	129 "	.....	33	9.50	179 "	.....	44	2.50
30 "	.....	9	0.50	80 "	.....	22	6.	130 "	.....	34	0.	180 "	.....	44	5.
31 "	.....	9	3.65	81 "	.....	22	9.15	131 "	.....	34	2.50	181 "	.....	44	7.50
32 "	.....	9	7.20	82 "	.....	23	0.30	132 "	.....	34	5.	182 "	.....	44	10.
33 "	.....	9	10.55	83 "	.....	23	3.45	133 "	.....	34	7.50	183 "	.....	45	0.50
34 "	.....	10	1.90	84 "	.....	23	6.60	134 "	.....	34	10.	184 "	.....	45	3.
35 "	.....	10	5.25	85 "	.....	23	9.75	135 "	.....	35	0.50	185 "	.....	45	5.50
36 "	.....	10	8.60	86 "	.....	24	0.90	136 "	.....	35	3.	186 "	.....	45	8.
37 "	.....	10	11.95	87 "	.....	24	4.05	137 "	.....	35	5.50	187 "	.....	45	10.50
38 "	.....	11	3.30	88 "	.....	24	7.20	138 "	.....	35	8.	188 "	.....	46	1.
39 "	.....	11	6.65	89 "	.....	24	10.35	139 "	.....	35	10.50	189 "	.....	46	3.50
40 "	.....	11	10.	90 "	.....	25	1.50	140 "	.....	36	1.	190 "	.....	46	6.
41 "	.....	12	1.35	91 "	.....	25	4.65	141 "	.....	36	3.50	191 "	.....	46	8.50
42 "	.....	12	4.70	92 "	.....	25	7.80	142 "	.....	36	6.	192 "	.....	46	11.
43 "	.....	12	8.05	93 "	.....	25	10.95	143 "	.....	36	8.50	193 "	.....	47	1.50
44 "	.....	12	11.40	94 "	.....	26	2.10	144 "	.....	36	11.	194 "	.....	47	4.
45 "	.....	13	2.75	95 "	.....	26	5.25	145 "	.....	37	1.50	195 "	.....	47	6.50
46 "	.....	13	6.10	96 "	.....	26	8.40	146 "	.....	37	4.	196 "	.....	47	9.
47 "	.....	13	9.45	97 "	.....	26	11.55	147 "	.....	37	6.50	197 "	.....	47	11.50
48 "	.....	14	0.80	98 "	.....	27	2.70	148 "	.....	37	9.	198 "	.....	48	2.
49 "	.....	14	4.15	99 "	.....	27	5.85	149 "	.....	37	11.50	199 "	.....	48	4.50
50 "	.....	14	7.50	100 "	.....	27	9.	150 "	.....	38	2.	200 "	.....	48	7.

Class 5.—Terminals where chargeable are to be added. Class 5. Station terminal at each end, 1s. 6d. per ton. Service terminals—loading or unloading, 1s. 8d.; covering or uncovering, 4d. Total terminals at each end, 3s. 6d. per ton.

RATE.—First 20 miles, 4·30d.—next 30 miles, 3·70d.—next 50 miles, 3·25d.—remainder of distance, 2·50d.

Maximum rate for Conveyance. First 20 miles at 4·30d. per mile. s. d.		Maximum rate for Conveyance. Next 50 miles at 3·25d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 2·50d. per mile. s. d.		Maximum rate for Conveyance. Remainder at 2·50d. per mile. s. d.	
1 mile	0 4·30	51 miles	16 8·25	101 miles	30 2·00	151 miles	40 7·
2 "	0 8·60	52 "	16 11·50	102 "	30 4·50	152 "	40 9·50
3 "	1 0·90	53 "	17 2·75	103 "	30 7·	153 "	41 0·
4 "	1 5·20	54 "	17 6·	104 "	30 9·50	154 "	41 2·50
5 "	1 9·50	55 "	17 9·25	105 "	31 0·	155 "	41 5·
6 "	2 1·80	56 "	18 0·50	106 "	31 2·50	156 "	41 7·50
7 "	2 6·10	57 "	18 3·75	107 "	31 5·	157 "	41 10·
8 "	2 10·40	58 "	18 7·	108 "	31 7·50	158 "	42 0·50
9 "	3 2·70	59 "	18 10·25	109 "	31 10·	159 "	42 3·
10 "	3 7·	60 "	19 1·50	110 "	32 0·5	160 "	42 5·50
11 "	3 11·30	61 "	19 4·75	111 "	32 3·	161 "	42 8·
12 "	4 3·60	62 "	19 8·	112 "	32 5·50	162 "	42 10·50
13 "	4 7·90	63 "	19 11·25	113 "	32 8·	163 "	43 1·
14 "	5 0·20	64 "	20 2·50	114 "	32 10·50	164 "	43 3·50
15 "	5 4·50	65 "	20 5·75	115 "	33 1·	165 "	43 6·
16 "	5 8·80	66 "	20 9·	116 "	33 3·50	166 "	43 8·50
17 "	6 1·10	67 "	21 0·25	117 "	33 6·	167 "	43 11·
18 "	6 5·40	68 "	21 3·50	118 "	33 8·50	168 "	44 1·50
19 "	6 9·70	69 "	21 6·75	119 "	33 11·	169 "	44 4·
20 "	7 2·	70 "	21 10·	120 "	34 1·50	170 "	44 6·50

Next 30 miles at 3.70d. per mile.

21 miles.....	7	5.70	171 miles .....	44	9.
22 "	7	9.40	172 "	44	11.50
23 "	8	1.10	173 "	45	2.
24 "	8	4.80	174 "	45	4.50
25 "	8	8.50	175 "	45	7.
26 "	9	0.20	176 "	45	9.50
27 "	9	3.90	177 "	46	0.
28 "	9	7.60	178 "	46	2.50
29 "	9	11.30	179 "	46	5.
30 "	10	3.	180 "	46	7.50
31 "	10	6.70	181 "	46	10.
32 "	10	10.40	182 "	47	0.50
33 "	11	2.10	183 "	47	3.
34 "	11	5.80	184 "	47	5.50
35 "	11	9.50	185 "	47	8.
36 "	12	1.20	186 "	47	10.50
37 "	12	4.90	187 "	48	1.
38 "	12	8.60	188 "	48	3.50
39 "	13	0.30	189 "	48	6.
40 "	13	4.	190 "	48	8.50
41 "	13	7.70	191 "	48	11.
42 "	13	11.40	192 "	49	1.50
43 "	14	3.10	193 "	49	4.
44 "	14	6.80	194 "	49	6.50
45 "	14	10.50	195 "	49	9.
46 "	15	2.20	196 "	49	11.50
47 "	15	5.90	197 "	50	2.
48 "	15	9.60	198 "	50	4.50
49 "	16	1.30	199 "	50	7.
50 "	16	5.	200 "	50	9.50

71 miles .....	22	1.25	121 miles .....	34	4.00
72 "	22	4.50	122 "	34	6.50
73 "	22	7.75	123 "	34	9.
74 "	22	11.	124 "	34	11.50
75 "	23	2.25	125 "	35	2.
76 "	23	5.50	126 "	35	4.50
77 "	23	8.75	127 "	35	7.
78 "	24	0.	128 "	35	9.50
79 "	24	3.25	129 "	36	0.
80 "	24	6.50	130 "	36	2.50
81 "	24	9.75	131 "	36	5.
82 "	25	1.	132 "	36	7.50
83 "	25	4.25	133 "	36	10.
84 "	25	7.50	134 "	37	0.50
85 "	25	10.75	135 "	37	3.
86 "	26	2.	136 "	37	5.50
87 "	26	5.25	137 "	37	8.
88 "	26	8.50	138 "	37	10.50
89 "	26	11.75	139 "	38	1.
90 "	27	3.	140 "	38	3.50
91 "	27	6.25	141 "	38	6.
92 "	27	9.50	142 "	38	8.50
93 "	28	0.75	143 "	38	11.
94 "	28	4.	144 "	39	1.50
95 "	28	7.25	145 "	39	4.
96 "	28	10.50	146 "	39	6.50
97 "	29	1.75	147 "	39	9.
98 "	29	5.	148 "	39	11.50
99 "	29	8.25	149 "	40	2.
100 "	29	11.50	150 "	40	4.50

CLASS 5.—Terminals where chargeable are to be added. Class 5. Station terminal at each end, 518

1s. 6d. per ton. Service terminals—loading or unloading, 1s. 8d.; covering or uncovering, 4d.  
Total terminals at each end, 3s. 6d. per ton.

RATE.—First 20 miles, 4·30d.——next 30 miles, 3·90d.——next 50 miles, 3·80d.——remainder of distance, { 2·90d.  
3·00d.

APPENDIX D. Class 5. First 20..4·30d.

Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.		Maximum rate for Conveyance.	
First 20 miles at 4·30d. per mile.		Next 50 miles at 3·80d. per mile.		Remainder at 2·90d. and 3·00d. per m.		Remainder at 2·90d. and 3·00d. perm.	
s.	d.	s.	d.	s.	d.	s.	d.
1	0	17	2·80	32	11·90	45	0·90
2	0	17	6·60	33	2·80	45	3·80
3	1	17	10·40	33	5·70	45	6·70
4	1	18	2·20	33	8·60	45	9·60
5	1	18	6·	33	11·50	46	0·50
6	2	18	9·80	34	2·40	46	3·40
7	2	19	1·60	34	5·30	46	6·30
8	2	19	5·40	34	8·20	46	9·20
9	3	19	9·20	34	11·10	47	0·10
10	3	20	1·	35	2·	47	3·
11	3	20	4·80	35	4·90	47	5·90
12	4	20	8·60	35	7·80	47	8·80
13	4	21	0·40	35	10·70	47	11·70
14	5	21	4·20	36	1·60	48	2·60
15	5	21	8·	36	4·50	48	5·50
16	5	21	11·80	36	7·40	48	8·40
17	6	22	3·60	36	10·30	48	11·30
18	6	22	7·40	37	1·20	49	2·20
19	6	22	11·20	37	4·10	49	5·10
20	7	23	3·	37	7·	49	8·

Next 30 miles at 3.90d. per mile.		71 miles		121 miles		171 miles	
21 miles	7 5.90	72	23 6.80	122	37 9.90	172	49 10.90
22	7 9.80	73	23 10.60	123	38 0.80	173	50 1.80
23	8 1.70	74	24 2.40	124	38 3.70	174	50 4.70
24	8 5.60	75	24 6.20	125	38 6.60	175	50 7.60
25	8 9.50	76	24 10.	126	38 9.50	176	50 10.50
26	9 1.40	77	25 1.80	127	39 0.40	177	51 1.40
27	9 5.30	78	25 5.60	128	39 3.30	178	51 4.30
28	9 9.20	79	25 9.40	129	39 6.20	179	51 7.20
29	10 1.10	80	26 1.20	130	39 9.10	180	51 10.10
30	10 5.	81	26 5.	131	40 0.	181	52 1.
31	10 8.90	82	26 8.80	132	40 2.90	182	52 3.80
32	11 0.80	83	27 0.80	133	40 5.80	183	52 6.80
33	11 4.70	84	27 4.40	134	40 8.70	184	52 9.70
34	11 8.60	85	27 8.20	135	40 11.60	185	53 0.60
35	12 0.60	86	28 0.	136	41 2.60	186	53 3.60
36	12 4.40	87	28 3.80	137	41 5.40	187	53 6.40
37	12 8.30	88	28 7.60	138	41 8.30	188	53 9.30
38	13 0.20	89	28 11.40	139	41 11.20	189	54 0.20
39	13 4.10	90	29 3.20	140	42 2.10	190	54 3.10
40	13 8.	91	29 7.	141	42 5.	191	54 6.
41	13 11.90	92	29 10.80	142	42 7.90	192	54 8.90
42	14 3.80	93	30 2.60	143	42 10.80	193	54 11.80
43	14 7.70	94	30 6.40	144	43 1.70	194	55 2.70
44	14 11.60	95	30 10.20	145	43 4.60	195	55 5.60
45	15 3.20	96	31 2.	146	43 7.50	196	55 8.60
46	15 7.40	97	31 5.80	147	43 10.40	197	55 11.40
47	15 11.30	98	31 9.60	148	44 1.30	198	56 2.30
48	16 3.20	99	32 1.40	149	44 4.20	199	56 5.20
49	16 7.10	100	32 5.20	150	44 7.10	200	56 8.10
50	16 11.		32 9.		44 10.		56 11.

ANIMAL CLASS.—*Terminals where chargeable are to be added.*

DIVISION I.—Horse, &c. . . . .	Station terminals at each end, 6 <i>d.</i> ;	loading or unloading, 4 <i>d.</i> ;	total, 10 <i>d.</i>
II.—Ox, &c. . . . .	do.	do.	3 <i>d.</i> ;
III.—Calf, sheep, &c. . . . .	do.	do.	1.50 <i>d.</i> ;
			do. 3.50 <i>d.</i>

NOTE.—*Division IV., being a uniform rate, is not worked out.*

RATE.—First 50 miles, I. 3*d.*; II. 2*d.*; III. 0.75*d.*—next 50 miles, I. 1.65*d.*; II. 1.30*d.*; III. 0.40*d.*—remainder of distance, I. 1.65*d.*; II. 1.30*d.*; III. 0.35*d.*

APPENDIX D.

First 50 miles—		Div. I....8 <i>d.</i>		Div. II...2 <i>d.</i>		Div. III...0.75 <i>d.</i>		Next 50 miles—		Div. I...1.65 <i>d.</i>		Div. II...1.30 <i>d.</i>		Div. III...0.40 <i>d.</i>	
		s.	d.	s.	d.	s.	d.			s.	d.	s.	d.	s.	d.
1 mile . . . . .		0	3					51 miles . . . . .		12	7.65			3	1.90
2 „ . . . . .		0	6			0	0.75	52 „ . . . . .		12	9.30			3	2.30
3 „ . . . . .		0	9			0	1.50	53 „ . . . . .		12	10.95			3	2.70
4 „ . . . . .		1	0			0	2.25	54 „ . . . . .		13	0.60			3	3.10
5 „ . . . . .		1	3			0	3.75	55 „ . . . . .		13	2.25			3	3.50
6 „ . . . . .		1	6			0	4.50	56 „ . . . . .		13	3.90			3	3.90
7 „ . . . . .		1	9			0	5.25	57 „ . . . . .		13	5.55			3	4.30
8 „ . . . . .		2	0			0	6.	58 „ . . . . .		13	7.20			3	4.70
9 „ . . . . .		2	3			0	6.75	59 „ . . . . .		13	8.85			3	5.10
10 „ . . . . .		2	6			0	7.50	60 „ . . . . .		13	10.50			3	5.50
11 „ . . . . .		2	9			0	8.25	61 „ . . . . .		14	0.15			3	5.90
12 „ . . . . .		3	0			0	9.	62 „ . . . . .		14	1.80			3	6.30
13 „ . . . . .		3	3			0	9.75	63 „ . . . . .		14	3.45			3	6.70
14 „ . . . . .		3	6			0	10.50	64 „ . . . . .		14	5.10			3	7.10
15 „ . . . . .		3	9			0	11.25	65 „ . . . . .		14	6.75			3	7.50
16 „ . . . . .		4	0			1	0.	66 „ . . . . .		14	8.40			3	7.90
17 „ . . . . .		4	3			1	0.75	67 „ . . . . .		14	10.05			3	8.30
18 „ . . . . .		4	6			1	1.50	68 „ . . . . .		14	11.70			3	8.70
19 „ . . . . .		4	9			1	2.25	69 „ . . . . .		15	1.35			3	9.10
20 „ . . . . .		5	0			1	3.	70 „ . . . . .		15	3.			3	9.50

21 miles.....	5	3	.....	3	6	.....	1	3.75
22 „	5	6	.....	3	8	.....	1	4.50
23 „	5	9	.....	3	10	.....	1	5.25
24 „	6	0	.....	4	0	.....	1	6.
25 „	6	3	.....	4	2	.....	1	6.75
26 „	6	6	.....	4	4	.....	1	7.50
27 „	6	9	.....	4	6	.....	1	8.25
28 „	7	0	.....	4	8	.....	1	9.
29 „	7	3	.....	4	10	.....	1	9.75
30 „	7	6	.....	5	0	.....	1	10.50
31 „	7	9	.....	5	2	.....	1	11.25
32 „	8	0	.....	5	4	.....	2	0.
33 „	8	3	.....	5	6	.....	2	0.75
34 „	8	6	.....	5	8	.....	2	1.50
35 „	8	9	.....	5	10	.....	2	2.25
36 „	9	0	.....	6	0	.....	2	3.
37 „	9	3	.....	6	2	.....	2	3.75
38 „	9	6	.....	6	4	.....	2	4.50
39 „	9	9	.....	6	6	.....	2	5.25
40 „	10	0	.....	6	8	.....	2	6.
41 „	10	3	.....	6	10	.....	2	6.75
42 „	10	6	.....	7	0	.....	2	7.50
43 „	10	9	.....	7	2	.....	2	8.25
44 „	11	0	.....	7	4	.....	2	9.
45 „	11	3	.....	7	6	.....	2	9.75
46 „	11	6	.....	7	8	.....	2	10.50
47 „	11	9	.....	7	10	.....	2	11.25
48 „	12	0	.....	8	0	.....	3	0.
49 „	12	3	.....	8	2	.....	3	0.75
50 „	12	6	.....	8	4	.....	3	1.50
71 miles.....	15	4.65	.....	10	7.30	.....	3	9.90
72 „	15	6.30	.....	10	8.60	.....	3	10.20
73 „	15	7.95	.....	10	9.90	.....	3	10.70
74 „	15	9.60	.....	10	11.20	.....	3	11.10
75 „	15	11.25	.....	11	0.50	.....	3	11.50
76 „	16	0.90	.....	11	1.80	.....	3	11.90
77 „	16	2.55	.....	11	3.10	.....	4	0.30
78 „	16	4.20	.....	11	4.40	.....	4	0.70
79 „	16	5.85	.....	11	5.70	.....	4	1.10
80 „	16	7.50	.....	11	7.	.....	4	1.50
81 „	16	9.15	.....	11	8.30	.....	4	1.90
82 „	16	10.80	.....	11	9.60	.....	4	2.30
83 „	17	0.45	.....	11	10.90	.....	4	2.70
84 „	17	2.10	.....	12	0.20	.....	4	3.10
85 „	17	3.75	.....	12	1.50	.....	4	3.50
86 „	17	5.40	.....	12	2.80	.....	4	3.90
87 „	17	7.05	.....	12	4.10	.....	4	4.30
88 „	17	8.70	.....	12	5.40	.....	4	4.70
89 „	17	10.35	.....	12	6.70	.....	4	5.10
90 „	18	0.	.....	12	8.	.....	4	5.50
91 „	18	1.65	.....	12	9.30	.....	4	5.90
92 „	18	3.30	.....	12	10.60	.....	4	6.30
93 „	18	4.95	.....	12	11.90	.....	4	6.70
94 „	18	6.60	.....	13	1.20	.....	4	7.10
95 „	18	8.25	.....	13	2.50	.....	4	7.50
96 „	18	9.90	.....	13	3.80	.....	4	7.90
97 „	18	11.55	.....	13	5.10	.....	4	8.30
98 „	19	1.20	.....	13	6.40	.....	4	8.70
99 „	19	3.85	.....	13	7.70	.....	4	9.10
100 „	19	4.50	.....	13	9.	.....	4	9.50

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ANIMAL CLASS.—*Terminals where chargeable are to be added.*

DIVISION I.—Horse, &c. . . . .	Station terminals at each end, 6 <i>d.</i> ; loading or unloading, 4 <i>d.</i> ; total, 10 <i>d.</i>
II.—Ox, &c. . . . .	do. do. 3 <i>d.</i> ; do. 7 <i>d.</i>
III.—Calf, sheep, &c. . . . .	do. do. 1 <i>50d.</i> ; do. 3 <i>50d.</i>

RATE.—First 50 miles, I. 3*d.*; II. 2*d.*; III. 0*75d.*—next 50 miles, I. 1*65d.*; II. 1*30d.*; III. 0*40d.*—  
remainder of distance, I. 1*65d.*; II. 1*30d.*; III. 0*35d.*

Remainder of distance—Div. I...1 <i>65d.</i> Div. II...1 <i>30d.</i> Div. III...0 <i>35d.</i>				Remainder of distance—Div. I...1 <i>65d.</i> Div. II...1 <i>30d.</i> Div. III...0 <i>35d.</i>			
s.	d.	s.	d.	s.	d.	s.	d.
101 miles	19 6 <i>15</i>	13 10 <i>30</i>	4 9 <i>85</i>	151 miles	26 4 <i>65</i>	19 3 <i>30</i>	6 3 <i>35</i>
102 "	19 7 <i>80</i>	13 11 <i>60</i>	4 10 <i>20</i>	152 "	26 6 <i>30</i>	19 4 <i>60</i>	6 3 <i>70</i>
103 "	19 9 <i>45</i>	14 0 <i>30</i>	4 10 <i>55</i>	153 "	26 7 <i>95</i>	19 5 <i>90</i>	6 4 <i>05</i>
104 "	19 11 <i>10</i>	14 2 <i>20</i>	4 10 <i>90</i>	154 "	26 9 <i>60</i>	19 7 <i>20</i>	6 4 <i>40</i>
105 "	20 0 <i>75</i>	14 3 <i>50</i>	4 11 <i>25</i>	155 "	26 11 <i>25</i>	19 8 <i>50</i>	6 4 <i>75</i>
106 "	20 2 <i>40</i>	14 4 <i>80</i>	4 11 <i>60</i>	156 "	27 0 <i>90</i>	19 9 <i>80</i>	6 5 <i>10</i>
107 "	20 4 <i>05</i>	14 6 <i>10</i>	4 11 <i>95</i>	157 "	27 2 <i>55</i>	19 11 <i>10</i>	6 5 <i>45</i>
108 "	20 5 <i>70</i>	14 7 <i>40</i>	5 0 <i>30</i>	158 "	27 4 <i>20</i>	20 0 <i>40</i>	6 5 <i>80</i>
109 "	20 7 <i>35</i>	14 8 <i>70</i>	5 0 <i>65</i>	159 "	27 5 <i>85</i>	20 1 <i>70</i>	6 6 <i>15</i>
110 "	20 9 <i>00</i>	14 10 <i>00</i>	5 1 <i>00</i>	160 "	27 7 <i>50</i>	20 3 <i>00</i>	6 6 <i>50</i>
111 "	20 10 <i>65</i>	14 11 <i>30</i>	5 1 <i>35</i>	161 "	27 9 <i>15</i>	20 4 <i>30</i>	6 6 <i>85</i>
112 "	21 0 <i>30</i>	15 0 <i>60</i>	5 1 <i>70</i>	162 "	27 10 <i>80</i>	20 5 <i>60</i>	6 7 <i>20</i>
113 "	21 1 <i>95</i>	15 1 <i>90</i>	5 2 <i>05</i>	163 "	28 0 <i>45</i>	20 6 <i>90</i>	6 7 <i>55</i>
114 "	21 3 <i>60</i>	15 3 <i>20</i>	5 2 <i>40</i>	164 "	28 2 <i>10</i>	20 8 <i>20</i>	6 7 <i>90</i>
115 "	21 5 <i>25</i>	15 4 <i>50</i>	5 2 <i>75</i>	165 "	28 3 <i>75</i>	20 9 <i>50</i>	6 8 <i>25</i>
116 "	21 6 <i>90</i>	15 5 <i>80</i>	5 3 <i>10</i>	166 "	28 5 <i>40</i>	20 10 <i>80</i>	6 8 <i>60</i>
117 "	21 8 <i>55</i>	15 7 <i>10</i>	5 3 <i>45</i>	167 "	28 7 <i>05</i>	21 0 <i>10</i>	6 8 <i>95</i>
118 "	21 10 <i>20</i>	15 8 <i>40</i>	5 3 <i>80</i>	168 "	28 8 <i>70</i>	21 1 <i>40</i>	6 9 <i>30</i>
119 "	21 11 <i>45</i>	15 9 <i>70</i>	5 4 <i>15</i>	169 "	28 10 <i>35</i>	21 2 <i>70</i>	6 9 <i>65</i>
120 "	22 1 <i>50</i>	15 11 <i>00</i>	5 4 <i>50</i>	170 "	29 0 <i>00</i>	21 4 <i>00</i>	6 10 <i>00</i>

121 miles.....	22	3.15	.....	16	0.30	.....	5	4.55
122 "	22	4.50	.....	16	1.50	.....	5	5.20
123 "	22	6.45	.....	16	2.50	.....	5	5.55
124 "	22	8.10	.....	16	4.20	.....	5	5.90
125 "	22	9.75	.....	16	5.50	.....	5	6.25
126 "	22	11.40	.....	16	6.50	.....	5	6.50
127 "	23	1.05	.....	16	8.10	.....	5	6.95
128 "	23	2.70	.....	16	9.40	.....	5	7.30
129 "	23	4.35	.....	16	10.70	.....	5	7.65
130 "	23	6.	.....	17	0.	.....	5	8.
131 "	23	7.65	.....	17	1.30	.....	5	8.35
132 "	23	9.30	.....	17	2.60	.....	5	8.70
133 "	23	10.95	.....	17	3.90	.....	5	9.05
134 "	24	0.50	.....	17	5.20	.....	5	9.40
135 "	24	2.25	.....	17	6.50	.....	5	9.75
136 "	24	3.90	.....	17	7.80	.....	5	10.10
137 "	24	5.55	.....	17	9.10	.....	5	10.45
138 "	24	7.20	.....	17	10.40	.....	5	10.80
139 "	24	8.85	.....	17	11.70	.....	5	11.15
140 "	24	10.50	.....	18	1.	.....	5	11.50
141 "	25	0.15	.....	18	2.30	.....	5	11.85
142 "	25	1.80	.....	18	3.50	.....	6	0.20
143 "	25	3.45	.....	18	4.90	.....	6	0.55
144 "	25	5.10	.....	18	6.20	.....	6	0.90
145 "	25	6.75	.....	18	7.50	.....	6	1.25
146 "	25	8.40	.....	18	8.80	.....	6	1.60
147 "	25	10.05	.....	18	10.10	.....	6	1.95
148 "	25	11.70	.....	18	11.40	.....	6	2.30
149 "	26	1.35	.....	19	0.70	.....	6	2.65
150 "	26	3.	.....	19	2.	.....	6	3.
171 miles.....	29	1.65	.....	21	5.30	.....	6	10.35
172 "	29	3.30	.....	21	6.60	.....	6	10.70
173 "	29	4.95	.....	21	7.90	.....	6	11.05
174 "	29	6.60	.....	21	9.20	.....	6	11.40
175 "	29	8.25	.....	21	10.50	.....	6	11.75
176 "	29	9.90	.....	21	11.80	.....	7	0.10
177 "	29	11.55	.....	22	1.10	.....	7	0.45
178 "	30	1.20	.....	22	2.40	.....	7	0.80
179 "	30	2.85	.....	22	3.70	.....	7	1.15
180 "	30	4.50	.....	22	5.	.....	7	1.50
181 "	30	6.15	.....	22	6.30	.....	7	1.85
182 "	30	7.80	.....	22	7.60	.....	7	2.20
183 "	30	9.45	.....	22	8.90	.....	7	2.55
184 "	30	11.10	.....	22	10.20	.....	7	2.90
185 "	31	0.75	.....	22	11.50	.....	7	3.25
186 "	31	2.40	.....	23	0.80	.....	7	3.60
187 "	31	4.05	.....	23	2.10	.....	7	3.95
188 "	31	5.70	.....	23	3.40	.....	7	4.30
189 "	31	7.35	.....	23	4.70	.....	7	4.65
190 "	31	9.	.....	23	6.	.....	7	5.
191 "	31	10.65	.....	23	7.0	.....	7	5.35
192 "	32	0.30	.....	23	8.60	.....	7	5.70
193 "	32	1.95	.....	23	9.90	.....	7	6.05
194 "	32	3.60	.....	23	11.20	.....	7	6.40
195 "	32	5.25	.....	24	0.50	.....	7	6.75
196 "	32	6.90	.....	24	1.80	.....	7	7.10
197 "	32	8.55	.....	24	3.10	.....	7	7.45
198 "	32	10.20	.....	24	4.40	.....	7	7.80
199 "	32	11.85	.....	24	5.70	.....	7	8.15
200 "	33	1.50	.....	24	7.	.....	7	8.50

ANIMALS—TRUCKLOADS.—*Terminals where chargeable are to be added.*

Division V. for 13 ft. 6 in. truck...	Station Terminals at each end, 1s.; Service Terminals, 6d.; total, 1s. 6d.
VI. for 15 ft. 6 in. truck...	Do. do. 1s.; do. 9d.; do. 1s. 9d.
VII. for 18 ft. truck .....	Do. do. 1s.; do. 1s.; do. 2s. 0d.

RATE.—First 20 miles, V. 6d.; VI. 7d.; VII. 8d.—next 30 miles, V. 5d.; VI. 6d.; VII. 7d.—next 50 miles, V. 4·90d.; VI. 5·20d.; VII. 6·20d.—remainder of distance, V. 4·20d.; VI. 4·50d.; VII. 5·50d.

First 20 miles—				Div. V...6d.		Div. VI...7d.		Div. VII...8d.	
	s.	d.		s.	d.	s.	d.	s.	d.
1 mile	0	6		0	7			0	8
2 "	1	0		1	2			1	4
3 "	1	6		1	9			2	0
4 "	2	0		2	4			2	8
5 "	2	6		2	11			3	4
6 "	3	0		3	6			4	0
7 "	3	6		4	1			4	8
8 "	4	0		4	8			5	4
9 "	4	6		5	3			6	0
10 "	5	0		5	10			6	8
11 "	5	6		6	5			7	4
12 "	6	0		7	0			8	0
13 "	6	6		7	7			8	8
14 "	7	0		8	2			9	4
15 "	7	6		8	9			10	0
16 "	8	0		9	4			10	8
17 "	8	6		9	11			11	4
18 "	9	0		10	6			12	0
19 "	9	6		11	1			12	8
20 "	10	0		11	8			13	4

Next 50 miles—				Div. V...4·90d.		Div. VI...5·20d.		Div. VII...6·20d.	
	s.	d.		s.	d.	s.	d.	s.	d.
51 miles	22	10·90		27	1·20			31	4·20
52 "	23	3·50		27	6·40			31	10·40
53 "	23	8 70		27	11·60			32	4·60
54 "	24	1·60		28	4·80			32	10·80
55 "	24	6·50		28	10·			33	5·
56 "	24	11·40		29	3·20			33	11·20
57 "	25	4·30		29	8·40			34	5·40
58 "	25	9·20		30	1·60			34	11·60
59 "	26	2·10		30	6·80			35	5·80
60 "	26	7·		31	0·			36	0·
61 "	26	11·90		31	5·20			36	6·20
62 "	27	4·80		31	10·40			37	0·40
63 "	27	9·70		32	3·60			37	6·60
64 "	28	2·60		32	8·80			38	0·80
65 "	28	7·60		33	2·			38	7·
66 "	29	0·40		33	7·20			39	1·20
67 "	29	5·30		34	0·40			39	7·40
68 "	29	10·20		34	5·60			40	1·60
69 "	30	3·10		34	10·40			40	7·80
70 "	30	8·		35	4·			41	2·

Next 30 miles—		Div. V...5d.		Div. VI...8d.		Div. VII...7d.	
21 miles	.....	10 5	.....	12 2	.....	13 11	
22 "	.....	10 10	.....	12 8	.....	14 6	
23 "	.....	11 3	.....	13 2	.....	15 1	
24 "	.....	11 8	.....	13 8	.....	15 8	
25 "	.....	12 1	.....	14 2	.....	16 3	
26 "	.....	12 6	.....	14 8	.....	16 10	
27 "	.....	12 11	.....	15 2	.....	17 5	
28 "	.....	13 4	.....	15 8	.....	18 0	
29 "	.....	13 9	.....	16 2	.....	18 7	
30 "	.....	14 2	.....	16 8	.....	19 2	
31 "	.....	14 7	.....	17 2	.....	19 9	
32 "	.....	15 0	.....	17 8	.....	20 4	
33 "	.....	15 5	.....	18 2	.....	20 11	
34 "	.....	15 10	.....	18 8	.....	21 6	
35 "	.....	16 3	.....	19 2	.....	22 1	
36 "	.....	16 8	.....	19 8	.....	22 8	
37 "	.....	17 1	.....	20 2	.....	23 3	
38 "	.....	17 6	.....	20 8	.....	23 10	
39 "	.....	17 11	.....	21 2	.....	24 5	
40 "	.....	18 4	.....	21 8	.....	25 0	
41 "	.....	18 9	.....	22 2	.....	25 7	
42 "	.....	19 2	.....	22 8	.....	26 2	
43 "	.....	19 7	.....	23 2	.....	26 9	
44 "	.....	20 0	.....	23 8	.....	27 4	
45 "	.....	20 5	.....	24 2	.....	27 11	
46 "	.....	20 10	.....	24 8	.....	28 6	
47 "	.....	21 2	.....	25 2	.....	29 1	
48 "	.....	21 7	.....	25 8	.....	29 8	
49 "	.....	22 2	.....	26 2	.....	30 3	
50 "	.....	22 6	.....	26 8	.....	30 10	

71 miles	.....	31 0.90	.....	35 9.20	.....	41 8.20	
72 "	.....	31 5.80	.....	36 2.40	.....	42 2.40	
73 "	.....	31 10.70	.....	36 7.60	.....	42 8.60	
74 "	.....	32 3.60	.....	37 0.80	.....	43 2.80	
75 "	.....	32 8.60	.....	37 6.	.....	43 9.	
76 "	.....	33 1.40	.....	37 11.20	.....	44 3.20	
77 "	.....	33 6.30	.....	38 4.40	.....	44 9.40	
78 "	.....	33 11.20	.....	38 9.60	.....	45 3.60	
79 "	.....	34 4.10	.....	39 2.80	.....	45 9.80	
80 "	.....	34 9.	.....	39 8.	.....	46 4.	
81 "	.....	35 1.90	.....	40 1.20	.....	46 10.20	
82 "	.....	35 6.80	.....	40 6.40	.....	47 4.40	
83 "	.....	35 11.70	.....	40 11.60	.....	47 10.60	
84 "	.....	36 4.60	.....	41 4.80	.....	48 4.80	
85 "	.....	36 9.60	.....	41 10.	.....	48 11.	
86 "	.....	37 2.40	.....	42 3.20	.....	49 5.20	
87 "	.....	37 7.30	.....	42 8.40	.....	49 11.40	
88 "	.....	38 0.20	.....	43 1.60	.....	50 5.60	
89 "	.....	38 5.10	.....	43 6.80	.....	50 11.80	
90 "	.....	38 10.	.....	44 0.	.....	51 6.	
91 "	.....	39 2.90	.....	44 5.20	.....	52 0.20	
92 "	.....	39 7.80	.....	44 10.40	.....	52 6.40	
93 "	.....	40 0.70	.....	45 3.60	.....	53 0.60	
94 "	.....	40 5.60	.....	45 8.80	.....	53 6.80	
95 "	.....	40 10.60	.....	46 2.	.....	54 1.	
96 "	.....	41 3.40	.....	46 7.20	.....	54 7.20	
97 "	.....	41 8.30	.....	47 0.40	.....	55 1.40	
98 "	.....	42 1.20	.....	47 5.60	.....	55 7.60	
99 "	.....	42 6.10	.....	47 10.80	.....	56 1.80	
100 "	.....	42 11.	.....	48 4.	.....	56 8.	

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ANIMALS—TRUCKLOADS.—*Terminals where chargeable are to be added.*

DIVISION V. for 13 ft. 6 in. truck...	Station Terminals at each end, 1s.; Service Terminals, 6d.; total, 1s 6d.
VI. for 15 ft. 6 in. truck..	Do. 1s.; do. 9d.; do. 1s. 9d.
VII. for 18 ft. truck .....	Do. 1s.; do. 1s.; do. 2s. 0d.

RATE.—First 20 miles, V. 6d.; VI. 7d.; VII. 8d.—next 30 miles, V. 5d.; VI. 6d., VII. 7d.—next 50 miles, V. 4·90d.; VI. 5·20d.; VII. 6·20d.—remainder of distance, V. 4·20d.; VI. 4·50d.; VII. 5·50d.

APPENDIX D.

Remainder of distance—Div. V...4·20d. Div. VI...4·50d. Div. VII...5·50d.				Remainder of distance—Div. V...4·20d. Div. VI...4·50d. Div. VII...5·50d.			
s.	d.	s.	d.	s.	d.	s.	d.
101 miles	43 3·30	48 8·50	57 1·50	151 miles	60 9·30	67 5·50	80 0·50
102 "	43 7·40	49 1·	57 7·	152 "	61 1·40	67 10·	80 6·
103 "	43 11·60	49 5·50	58 0·50	153 "	61 5·60	68 2·50	80 11·50
104 "	44 3·80	49 10·	58 6·	154 "	61 9·80	68 7·	81 5·
105 "	44 8·	50 2·50	58 11·50	155 "	62 2·	68 11·50	81 10·50
106 "	45 0·20	50 7·	59 5·	156 "	62 6·20	69 4·	82 4·
107 "	45 4·40	50 11·50	59 10·50	157 "	62 10·40	69 8·50	82 9·50
108 "	45 8·60	51 4·	60 4·	158 "	63 2·60	70 1·	83 3·
109 "	46 0·80	51 8·50	60 9·50	159 "	63 6·80	70 5·50	83 8·50
110 "	46 5·	52 1·	61 3·	160 "	63 11·	70 10·	84 2·
111 "	46 9·30	52 5·50	61 8·50	161 "	64 3·30	71 2·50	84 7·50
112 "	47 1·40	52 10·	62 2·	162 "	64 7·40	71 7·	85 1·
113 "	47 5·60	53 2·50	62 7·50	163 "	64 11·60	71 11·50	85 6·50
114 "	47 9·80	53 7·	63 1·	164 "	65 3·80	72 4·	86 0·
115 "	48 2·	53 11·50	63 6·50	165 "	65 8·	72 8·50	86 5·50
116 "	48 6·30	54 4·	64 0·	166 "	66 0·20	73 1·	86 11·
117 "	48 10·40	54 8·50	64 5·50	167 "	66 4·40	73 5·50	87 4·50
118 "	49 2·50	55 1·	64 11·	168 "	66 8·60	73 10·	87 10·
119 "	49 6·70	55 5·50	65 4·50	169 "	67 0·50	74 2·50	88 3·50
120 "	49 11·	55 10·	65 10·	170 "	67 5·	74 7·	88 8·

121 miles.....	50	3.30	.....	56	2.50	.....	66	3.50
122 "	50	7.40	.....	56	7.	.....	66	9.
123 "	50	11.50	.....	56	11.50	.....	67	2.50
124 "	51	3.80	.....	57	4.	.....	67	8.
125 "	51	8.	.....	57	8.50	.....	68	1.50
126 "	52	0.20	.....	58	1.	.....	68	7.
127 "	52	4.40	.....	58	5.50	.....	69	0.50
128 "	52	8.60	.....	58	10.	.....	69	6.
129 "	53	0.80	.....	59	2.50	.....	69	11.50
130 "	53	5.	.....	59	7.	.....	70	5.
131 "	53	9.20	.....	59	11.50	.....	70	10.50
132 "	54	1.40	.....	60	4.	.....	71	4.
133 "	54	5.60	.....	60	8.50	.....	71	9.50
134 "	54	9.80	.....	61	1.	.....	72	3.
135 "	55	2.	.....	61	5.50	.....	72	8.50
136 "	55	6.20	.....	61	10.	.....	73	2.
137 "	55	10.40	.....	62	2.50	.....	73	7.50
138 "	56	2.60	.....	62	7.	.....	74	1.
139 "	56	6.80	.....	62	11.50	.....	74	6.50
140 "	56	11.	.....	63	4.	.....	75	0.
141 "	57	3.20	.....	63	8.50	.....	75	5.50
142 "	57	7.40	.....	64	1.	.....	75	11.
143 "	57	11.60	.....	64	5.50	.....	76	4.50
144 "	58	3.80	.....	64	10.	.....	76	10.
145 "	58	8.	.....	65	2.50	.....	77	3.50
146 "	59	0.20	.....	65	7.	.....	77	9.
147 "	59	4.40	.....	65	11.50	.....	78	2.50
148 "	59	8.60	.....	66	4.	.....	78	8.
149 "	60	0.80	.....	66	8.50	.....	79	1.50
150 "	60	5.	.....	67	1.	.....	79	7.
171 miles.....	67	9.20	.....	74	11.50	.....	89	2.50
172 "	68	1.40	.....	75	4.	.....	89	8.
173 "	68	5.60	.....	75	8.50	.....	90	1.50
174 "	68	9.80	.....	76	1.	.....	90	7.
175 "	69	2.	.....	76	5.50	.....	91	0.50
176 "	69	6.20	.....	76	10.	.....	91	6.
177 "	69	10.40	.....	77	2.50	.....	91	11.50
178 "	70	2.60	.....	77	7.	.....	92	6.
179 "	70	6.80	.....	77	11.50	.....	92	10.50
180 "	70	11.	.....	78	4.	.....	93	4.
181 "	71	3.20	.....	78	8.50	.....	93	9.50
182 "	71	7.40	.....	79	1.	.....	94	3.
183 "	71	11.60	.....	79	5.50	.....	94	8.50
184 "	72	3.80	.....	79	10.	.....	95	2.
185 "	72	8.	.....	80	2.50	.....	95	7.50
186 "	73	0.20	.....	80	7.	.....	96	1.
187 "	73	4.40	.....	80	11.50	.....	96	6.50
188 "	73	8.60	.....	81	4.	.....	97	0.
189 "	74	0.80	.....	81	8.50	.....	97	5.50
190 "	74	5.	.....	82	1.	.....	97	11.
191 "	74	9.20	.....	82	5.50	.....	98	4.50
192 "	75	1.40	.....	82	10.	.....	98	10.
193 "	75	5.60	.....	83	2.50	.....	99	3.50
194 "	75	9.80	.....	83	7.	.....	99	9.
195 "	76	2.	.....	83	11.50	.....	100	2.50
196 "	76	6.20	.....	84	4.	.....	100	8.
197 "	76	10.40	.....	84	8.50	.....	101	1.50
198 "	77	2.60	.....	85	1.	.....	101	7.
199 "	77	6.80	.....	85	5.50	.....	102	0.50
200 "	77	11.	.....	85	10.	.....	102	6.



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- BRECON & Merthyr Tydfil Junction Ry. Co.'s schedule,** p. 223.
- BRECON & Merthyr Tydfil Junction Ry. Co.,** in respect of the Dowlais & Merthyr Railway : governed by L. & N. W. Ry. Co.'s schedule, p. 267.
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**SOUTHSEA Railway:** governed by L. & S. W. Ry. Co.'s schedule, p. 277.

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**STAMFORD & Essendine Ry. Co.**, in respect of the Stamford and Essendine Railway: governed by G. N. Ry. Co.'s schedule, p. 249.

**STONEHOUSE Pool Improvement Co.**, in respect of the Stonehouse Pool Railway: governed by L. & S. W. Ry. Co.'s schedule, p. 277.

**SUTTON & Willoughby Ry. Co.**, in respect of the Sutton & Willoughby Railway: governed by G. N. Ry. Co.'s schedule, p. 249.

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**TENBURY Ry. Co.** (owned, leased, or worked by L. & N. W. Ry. Co. and G. W. Ry. Co.): included in Order of Abbotsbury Ry. Co., p. 217.

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- WATTON & Swaffham Ry. Co.**, in respect of the Watton & Swaffham Railway: governed by G. E. Ry. Co.'s schedule, p. 246.
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- WENLOCK Ry. Co.**
- WEST Lancashire Ry. Co.**: included in Order of Brecon & Merthyr Ry. Co., p. 223.
- WEST London Ry. Co.**: included in East London Ry. Co.'s Order, p. 233.
- WEST London Extension Ry. Co.**: included in East London Ry. Co.'s Order, p. 233.
- WEST Riding & Grimsby Railway (G. N. Ry. Co. and M. S. & L. Ry. Co.)**: governed by M. S. & L. Ry. Co.'s schedule p. 292.
- WEST Somerset Mineral Ry. Co.**: included in Order of Cambrian Ry. Co., p. 227.
- WEST Somerset Ry. Co.** (leased to or worked by G. W. R. Co.): included in Order of Abbotsbury Ry. Co., p. 217.
- WEYMOUTH & Portland Ry. Co.**, in respect of the Weymouth & Portland Railway: governed by L. & S. W. Ry. Co.'s schedule, p. 277.
- WIGAN Junction Railways Co.**, in respect of the Wigan Junction Railways: governed by M. S. & L. Ry. Co.'s schedule, p. 292.
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- WIVENHOE & Brightlingsea Ry. Co.**: included in London, Tilbury & Southend Ry. Co.'s Order, p. 290.
- WOODSIDE & Croydon Joint Railway (L. B. & S. C. Ry. Co. and S. E. Ry. Co.)**: governed by S. E. Ry. Co. schedule, p. 318.
- WOODSIDE & South Croydon Railway**: governed by L. B. & S. C. Ry. Co.'s schedule, p. 281.
- WOODSTOCK Ry. Co.** (leased or worked by G. W. Ry. Co.): included in Order of Abbotsbury Ry. Co., p. 217.
- WREXHAM, Mold & Connah's Quay Ry. Co.**: included in Brecon & Merthyr Ry. Co.'s Order, p. 223.
- WYRE Valley Ry. Co.** (leased or worked by G. W. Ry. Co.): included in Order of Abbotsbury Ry. Co., p. 217.

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## IRISH RAILWAYS.

These are all included in the Schedule of the Athenry and Ennis Junction Railway Company.

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**AYRESHIRE & Wigtownshire Ry. Co.** in respect of the Ayrshire and Wigtownshire Railway : governed by the Glasgow & S. W. Ry. Co.'s schedule, p. 353.

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**DUNDEE & Newtyle Ry. Co.**, in respect of the Dundee & Newtyle Railway : governed by the Cal. Ry. Co.'s schedule, p. 346.

**EDINBURGH & Bathgate Ry. Co.**, in respect of the Edinburgh & Bathgate Railway : governed by North British Ry. Co.'s schedule, p. 359.

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**FORTH & Clyde Junction Ry. Co.**, in respect of the Forth & Clyde Junction Railway : governed by the North British Ry. Co.'s schedule, p. 359.

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GREENOCK & Wemyss Bay Ry. Co., in respect of the Greenock & Wemyss Bay Railway: governed by Cal. Ry. Co.'s schedule, p. 346.

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KILSYTH & Bonnybridge Ry. Co., in respect of the Kilsyth & Bonnybridge Railway: governed by the North British Ry. Co.'s schedule, p. 359.

LANARKSHIRE & Ayrshire Ry. Co., in respect of the Lanarkshire & Ayrshire Railway: governed by the Cal. Ry. Co.'s schedule, p. 346.

NEWPORT Ry. Co., in respect of the Newport Railway: governed by the North British Ry. Co.'s schedule, p. 359.

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